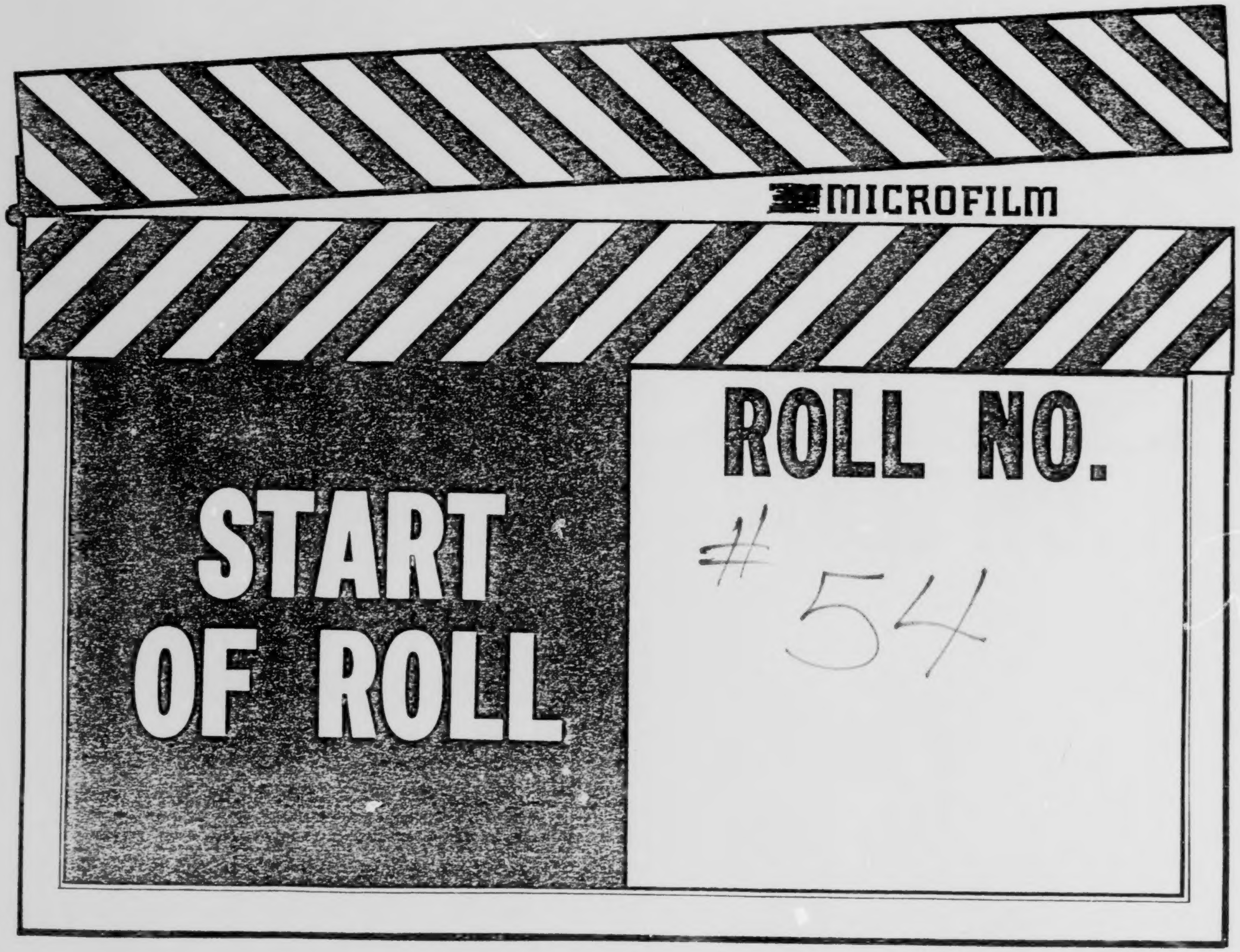

START
OF ROLL

ROLL NO.

#54

1950
Astoria -
3290 Maint. - Ferries - Megler

14-3405 Parkdale Maintenance Building 1950

#3291

RECEIVED
FEB 21 1952
FOR FILING

14-3405

3291

mrs Sims

February 20, 1952

Parkdale Lumber Company
Parkdale, Oregon

Attention: Mr. C. D. Bronson, Jr.

Gentlemen:

We acknowledge with thanks your letter of February 18 advising that you have received a check from Mr. Bemis in payment of his account for lumber furnished on State Highway Contract 3291.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-20-52, gl

C. D. BRONSON, Jr.
R. C. ROLES

PARKDALE LUMBER COMPANY OREG., Ltd.
Parkdale, Oregon
PHONE 142

February 18, 1952

Oregon State Highway Department
Salem, Oregon

Gentlemen:

This is to advise you that we did receive a check from Mr. Bemis for payment of his account with us for the lumber furnished for your contract No. 3291.

Thank you for your cooperation in helping us collect this claim.

Very truly yours,

PARKDALE LUMBER COMPANY

CDBronson Jr.

C.D. Bronson, Jr.
Partner

CDB:da

REFERRED TO [illegible]
BY SECRETARY

[illegible]

RECEIVED
FEB 19 1952
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
2-19-52, [illegible]

RECEIVED
FEB 21 1952
FOR FILING

14-3405

3291

Mrs Lewis

February 20, 1952

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street

Gentlemen:

We have received a letter from Parkdale Lumber Company in which they write as follows:

"This is to advise you that we did receive a check from Mr. Bemis for payment of his account with us for the lumber furnished for your contract No. 3291. . . "

We pass this information on to your Company inasmuch as it appears as the surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

NOTED ON CARD
2-20-52, gl

RECEIVED
JAN 28 1952
FOR FILING

14-3405

3291

January 25, 1952

Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

Dear Mr. Bemis:

We have received a letter dated January 24 from the Parkdale Lumber Company, Parkdale, Oregon, in which they state that they have not yet been paid for lumber furnished for the Parkdale maintenance building, Contract No. 3291. This claim, they state, is in the amount of $886.74. They also state that they have tried several times to contact Bemis and Company but without success, so we gave them your address.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-25-52, g

RECEIVED
JAN 28 1952
FOR FILING

14-3405

3291

January 25, 1952

Parkdale Lumber Company
Parkdale, Oregon

Gentlemen:

We have your letter of January 24 in which you state that Bemis and Company still owes you $886.74 for lumber furnished for construction of a maintenance building in Parkdale being State Highway Contract No. 3291.

Bemis and Company address is 2376 Southeast 45th Street, Portland.

Mr. George Bemis, brother of Pat Bemis who performed this work, has been taking care of the bills and his address is Portland Union Stockyards, North Portland, Oregon. We suggest that you contact Mr. George Bemis.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
1-25-52

C. D. BRONSON, Jr. R. C. ROLES

PARKDALE LUMBER COMPANY OREG., Ltd.
Parkdale, Oregon
PHONE 142

January 24, 1952

Oregon State Highway Department
Salem, Oregon

In re: State Highway Contract No. 3291
by Bemis and Company

Gentlemen:

In your letter of January 22, 1952, you stated Mr. George Bemis is of the opinion he has paid us for the lumber he purchased here for construction of a maintenance building at Parkdale.

According to our records the lumber Mr. Bemis purchased amounted to $886.74 and we have never received any payment on the account.

We have tried repeatedly to contact Mr. Bemis but can't seem to locate him. Any assistance you could give us in collecting this account would be greatly appreciated.

Very truly yours,

PARKDALE LUMBER COMPANY

C.D. Bronson Jr.

C.D. Bronson, Jr.
Partner

NOTED ON CARD
1-25-52

CDB:da

REFERRED TO
Query
BY SECRETARY

Give them Geo. Bemis address.
also
notify Bemis re information in [illegible]

RECEIVED
JAN 25 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JAN 23 1952
FOR FILING

14-3405

3291

Mrs Lewis

January 22, 1952

Parkdale Lumber Company
Parkdale
Oregon

Gentlemen:

State Highway Contract No. 3291 for construction of a maintenance building at Parkdale by Bemis and Company is being closed. In our records on this contract we note that you filed a claim with us in the amount of $886.74. Mr. George Bemis who has been taking care of claims on this contract is of the opinion that your bill has been paid. Will you kindly let us know if your claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD
1-22-51

RECEIVED
FOR FILING
14-3405

January 18, 1952

Mr. George Bemis
Bemis Commission Company
Portland, Union Stock Yards
North Portland, Oregon

Dear Mr. Bemis:

Reply is made to your letter of January 16 concerning Bemis & Company contracts.

We shall be pleased to receive information from the Baker Plumbing Company and the Parkdale Lumber Company that their respective claims against these contracts have been satisfied.

In the last paragraph of your letter you mention that the vouchers for the final payments on the Eugene and Veneta buildings have not as yet been received. I have checked with our Accounting Division and find these two vouchers are now being processed and there are possibilities they will be placed in the mail today. In any event, they should be in the mail on Monday, January 21.

As to the final warrants for the Jewell and Prineville buildings, we are pleased to inform you that these warrants are being released today and should be in your hands either tomorrow or Monday of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ahs
cc: F. A. Query

Mr. Query: Please write to the Baker Plumbing Co. and the Parkdale Lumber Company.

HBG

BEMIS COMMISSION COMPANY

Livestock Market Agency
Portland Union Stock Yards
North Portland, Oregon

BEMIS & CO., CONTRACTORS
NORTH PORTLAND, OREGON

January 16, 1952

Mr. H. B. Glaisyer, Secretary
℅ Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In regard to your letter of January 14th, we have notified the Baker Plumbing to mail you a letter stating that our bill has been paid. We sent them a check for payment in full on April 12, 1951.

Regarding the Parkdale Lumber Co. claim, it was my understanding that this bill had been taken care of long ago. However I am making a thorough check of this and will let you know what the outcome is in the very near future.

The vouchers for the final payments on the Eugene and Veneta Buildings have not as yet been received, also the checks for vouchers which we signed and sent back about three weeks ago. Thought maybe you could run these down and hurry them along a little. Would appreciate any help you could give in speeding this up a little.

Yours truly,

/s/ Geo. Bemis

BG:bg

ANSWERED
H. B. GLAISYER

RECEIVED
FOR FILING

[illegible]

January 14, 1952

Mr. George Bemis
Room 102
North Portland Exchange Building
North Portland, Oregon

Dear Mr. Bemis:

In today's mail, the State Highway Commission received a letter from Miller Lumber Company, Prineville, stating that its claim against Bemis & Company in connection with the construction of the Prineville maintenance building, State Highway Contract No. 3394, has been paid in full.

A check of our records now discloses only two unpaid claims, one being that of F. E. Baker for plumbing work in connection with Contract No. 3292 for construction of Veneta maintenance building, the other being the claim of the Parkdale Lumber Co. in connection with Contract 3291 for construction of a maintenance building at Parkdale. The Baker claim is in the amount of $130 and the Parkdale Lumber Co. claim is in the amount of $886.74. This latter claim was filed in this office after the final payment had been made for construction of the Parkdale building.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
JAN 15 1952
FOR FILING

14-[illegible]

2711

January 14, 1952

Mr. George Bemis
Room 102
North Portland Exchange Building
North Portland, Oregon

Dear Mr. Bemis:

In today's mail, the State Highway Commission received a letter from Miller Lumber Company, Prineville, stating that its claim against Bemis & Company in connection with the construction of the Prineville maintenance building, State Highway Contract No. 3394, has been paid in full.

A check of our records now discloses only two unpaid claims, one being that of F. E. Baker for plumbing work in connection with Contract No. 3292 for construction of Veneta maintenance building, the other being the claim of the Parkdale Lumber Co. in connection with Contract 3291 for construction of a maintenance building at Parkdale. The Baker claim is in the amount of $130 and the Parkdale Lumber Co. claim is in the amount of $886.74. This latter claim was filed in this office after the final payment had been made for construction of the Parkdale Building.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
AUG 2[illegible] 1951
FOR FILING

14-3405

3291

August 17, 1951

Peerless Casualty Company
Board of Trade Building
Portland, Oregon

Attention: Mr. M. B. Waterbury

Gentlemen:

Re: Bemis and Company Contracts

Bemis and Company of Portland have had six contracts with the Highway Department for maintenance headquarters buildings. On all of these contracts Peerless Casualty Company has been the surety, and I believe that all of them have been written through the firm of Durham and Bates. We have had a great deal of difficulty in getting these jobs satisfactorily completed so that acceptance could be made and the final estimates paid.

At the present time two of the jobs, namely, the Fossil Maintenance Building, contract 3311, and the Jewell Maintenance Building, contract 3299, are complete and have been accepted. The maintenance building at Parkdale, contract 3291, was accepted except that the plumbing installation was rejected by the State Plumbing Inspector and considerable revision will have to be made.

The other three contracts, namely, the Prineville Maintenance Building, contract 3994, the Veneta Maintenance Building, contract 3292, and the Eugene Maintenance Storage Shed, contract 3315, still have minor items of work to do before they can be accepted.

Until these jobs are accepted, we will hold the final estimates, including the retained percentages, and our records show that we have better than $4,000 that will be due Bemis and Company when the jobs are completed.

We have repeatedly written Bemis and Company asking that this work be completed so that the jobs can be finaled out. We would ask that you use your influence with the contractor to this end, as these jobs have been on our books long enough.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
JUL 24 1951
FOR FILING

14-3

9.11

Mrs Lewis?

July 20, 1951

Mr. C. D. Bronson, Jr.
Parkdale Lumber Company
Parkdale, Oregon

Dear Mr. Bronson:

Reply is made to your letter of July 18, 1951 regarding your claim against Bemis & Co. arising out of the contract awarded to this company for construction of a building in Parkdale, State Highway Contract No. 3291.

A check of our records reveals that this job was completed on August 31, 1950 and was accepted by the State Highway Commission on September 28, 1950. Further, that the warrant covering the final estimate of work performed in connection with this job was mailed to the contractor on October 24, 1950. There are no further monies due or payable to Bemis & Co. from the State Highway Commission in connection with this job.

Bemis & Co. were required to furnish the State their surety bond in connection with this contract to guaranty satisfactory completion of the work and payment of claims. This bond was written by the Peerless Casualty Co,, for whom M. B. Waterbury was the local agent, with offices in the Board of Trade Building, Portland 4, Oregon. In order to hold this bond responsible and liable to pay for claims arising out of the job, your claim should have been filed with the Secretary of State on or before the expiration of six months from date of completion of the project and formal acceptance of the same by the State Highway Commission. That period has expired as you will gather from the information given above.

I am enclosing an except from the Oregon Laws setting forth the procedure to be followed in connection with the filing of claims.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

MAILED ON [illegible]

HBG:ls
Enc.
cc: F.A. Query

C. D. BRONSON, JR.
R. C. ROLES

PARKDALE LUMBER COMPANY OREG., Ltd.
Parkdale, Oregon
PHONE 142

July 18, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are writing you in regard to an account owed us by Bemis & Company who built your building here in Parkdale. We have a letter from them dated October 3, 1950 in which they state:

> "Our payments on our contracts are being processed this week, we were informed by Mr. Hawk of the State Highway Commission accounting department that we should receive them by the latter part of this week.
>
> Payment in full will be made as soon as the above is received."

To date we have received no payment from this account.

We understand that your contractors are bonded. If so, we would appreciate knowing what can be done about this account. The amount due is $886.74 with no interest charge.

Sincerely

C.D.Bronson Jr.

C.D. Bronson, Jr.
Parkdale Lumber Company

ANSWERED
H. B. GLAISYER

C. D. BRONSON, Jr.   R. C. ROLES

PARKDALE LUMBER COMPANY OREG., Ltd.
Parkdale, Oregon
PHONE 142

July 18, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

We are writing you in regard to an account owed us by Bemis & Company who built your building here in Parkdale. We have a letter from them dated October 3, 1950 in which they state:

> "Our payments on our contracts are being processed this week, we were informed by Mr. Hawk of the State Highway Commission accounting department that we should receive them by the latter part of this week.
>
> Payment in full will be made as soon as the above is received."

To date we have received no payment from this account.

We understand that your contractors are bonded. If so, we would appreciate knowing what can be done about this account. The amount due is $886.74 with no interest charge.

Sincerely

CDBronson Jr.

C.D. Bronson, Jr.
Parkdale Lumber Company

ANSWERED
H. B. GLAISYER

RECEIVED
JUL 24 1951
FOR FILING

14-2955

3291

Mrs Lewis

July 20, 1951

Peerless Casualty Company
c/o Rathbone, King & Seeley
310 SW Fourt Avenue
Portland 4, Oregon

Gentlemen:

Enclosed is the bopy of a letter that the State Highway Commission has just received from the Parkdale Lumber Co., Parkdale, Oregon, advising of its claim against Bemis & Co. in the amount of $886.74 for services rendered Bemis & Co. in connection with its contract with the State Highway Commission No. 3291 for construction of a maintenance building at Parkdale.

This information is given you since Peerless Casualty Company appears as surety on the bond in connection with this job.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.
cc: M. B. Waterbury, Agent
Peerless Casualty Co.
Board of Trade Building
Portland 4, Oregon

RECEIVED
MAY 14 1951
FOR FILING

14-340

2

May 11, 1951

Mr. Geo. Bemis
2376 S. E. 45th Avenue
Portland 6, Oregon

Dear Mr. Bemis:

As requested in your letter of May 10 we have checked up on the balances due and unpaid on the several Bemis and Company contracts, which amounts are as follows:

			% Complete
3291	Parkdale	None	100
3292	Veneta	$ 703.84	97
3299	Jewell	218.19	99
3311	Fossil	741.01	97
3315	Eugene	631.28	97
3394	Prineville	233.48	75
		$2,527.79	

The last estimate received on any of these jobs is dated December 10, 1950, and any work which has been performed since that time has not yet been reported.

The amount of $2,527.79 shown above consists of retained percentage withheld on the several contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

"Accuracy Plus Action"

BEMIS & CO.
COMMERCIAL CONTRACTORS
BUILDING & REMODELING

2376 S. E. 45th Avenue
Portland 6, Oregon

May 10, 1951

Mr. H. B. Glasiyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Would you please send me the balance due and unpaid on contracts of jobs completed by us, as I may not have the exact figures on some of these jobs. I think all jobs are completed as far as the work is concerned.

Yours truly,

Geo Bemis

REFERRED TO Engineer BY SECRETARY

prepare reply

RECEIVED
JUN 4 - 1951
FOR FILING

14-2405

3291

TWIN OAKS
BUILDERS SUPPLY CO
Wholesale and Retail
Phone 2600 - 669 High Street
Eugene, Oregon

COPY

April 27, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that Bemis & Co., who owed us in excess of $2000.00 on February 9th, have paid their account with us in full.

Yours very truly,

TWIN OAKS BUILDERS SUPPLY CO.

/s/ John J. Rogers

JOHN J. ROGERS

JJR:vs

C
O
P
Y

April 26, 1951

Mr. C. E. Luckey
Attorney at Law
872 Broadway
Eugene, Oregon

Re: John J. Rogers et al. v. Pat Bemis,
doing business as Bemis and Company

Dear Sir:

We have been advised by Mr. George Bemis, brother of Pat Bemis, doing business as Bemis and Company, that Mr. George Bemis has paid John J. and C. M. Rogers in full for their claim against Bemis and Qompany.

We will appreciate being advised as to whether or not the claim which is the basis of the above-entitled action has been paid in full and whether a satisfaction of judgment has been entered in the above action, and whether the notice of attachment of property in the hands of the Highway Commission is still effective.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Cousel

CWE:AWP
cc Mr. M. H. Hawke
Mr. H. B. Glaisyer

RECEIVED
[illegible] 1950
FOR FILING

Cro[illegible]enced To:
adm
Ore, State of
State Depts - Gen

MEMBERS OF THE BOARD
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O. C. HAGMEIER, M.D., *First Vice-President*, Seaside
L. D. INSKEEP, M.D., *Second Vice-President*, Medford
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T. E. GRIFFITH, M.D., The Dalles
HAROLD M. ERICKSON, M.D., Portland
Secretary and State Health Officer

OREGON STATE BOARD OF HEALTH
1022 S. W. Eleventh Avenue
Telephone ATwater 9233
PORTLAND 5, OREGON

DIVISION OF
ENVIRONMENTAL SANITATION
Sections:
Furniture and Bedding
Motorcourt
Plumbing
Restaurant
Sanitary Engineering

14-2405

2 291

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

November 14, 1950

State Highway Department
Salem, Oregon

Re: Plumbing Maintainance Shop
Parkdale, Oregon, Hood River
County

Gentlemen:

Inspection of the plumbing which I understand was installed by Bemis & Company, Portland, Contractors, was inspected by Mr. Henry R. Hagg, deputy state plumbing inspector, on October 17, 1950 and the following violations were noted:

1. Lavatory trap - Remove slip nut on sewer side of trap seal. Connect trap to drain with hexagon brass solder bushings, soldered securely to sewer side of trap.

2. Lavatory waste - Galvanized pipe used below surface of the concrete floor. All soil waste and vent pipe under ground to a point 5 feet beyond the building must be of cast iron soil pipe and fittings properly put together with lead and oakum so as to be gas and water tight.

3. Lavatory and water closet - The ½ inch tubing used for water supply on these 2 fixtures is badly kinked. Very poor workmanship.

4. Discharge from the relief valve connects directly onto the lavatory waste on sewer side of lavatory trap. This is a direct cross connection between the potable water supply and the waste line which is prohibited by law. Discharge from relief valve must spill over an open fixture or floor drain.

5. Joints not properly caulked.

6. Floor sump - Sanitary Tee is open. This is an open sewer. It is not primed or vented.

Bemis and Company are not registered to conduct a plumbing business and

REFERRED TO

Mr Williams

By W. W. STIFFLER

Contract Const
Bemis should
be required
to correct
faulty plumbing

ASSIGNMENT

No. 2316
By

November 17, 1950

Description: Letter of November 14 by A. J. Farrell of Oregon State Board of Health regarding plumbing, maintenance shop, Parkdale, Oregon, which was not satisfactorily performed

Acknowledged by _____ Referred to __Paxson ✓________

Investigate and report with recommendation
xxx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Bennio & Co. notified 12-15-50

Assignment executed 12-20-50 Report received ________

Remarks: [illegible] State Plumbing [illegible] and

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

are operating in violation of section 99-1602. The men who installed this plumbing are employed as carpenters and are not registered as Journeyman Plumbers with the State Board of Health. When corrections are completed and ready for reinspection, kindly notify this office.

Mr. Hagg was unable to find out who had the keys to the Dimmick Park restrooms, so he was unable to make the inspection of these restrooms.

Enclosed is a copy of the state plumbing code and the regulations on sewage disposal.

Very truly yours,

A J Farrell

A. J. FARRELL, CHIEF
Plumbing Section

AJF:le
Enclosure

RECEIVED
[illegible]

RECEIVED
NOV 17 1950
[illegible] HIGHWAY COMMISSION
[illegible] DEPARTMENT

RECEIVED
OCT 24 1950
FOR FILING

14-3405

3291

October 23, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

Attention: Mr. M. E. Munly

Gentlemen:

This is to acknowledge your letter of October 20 in which you advise that your Company has been paid in full by Bemis and Company for your claim against them on Contract 3291, Parkdale Maintenance Building; Contract 3299, for the Jewell Building; and Contract 3311, for the Fossil job.

We will advise the surety and the contractor that your letter has been received and also call to their attention the fact that your claim in the sum of $900.00 in connection with the Veneta Building has not yet been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
OCT 24 1950
FOR FILING

14-3405

3-71

October 23, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated October 20, 1950, from the Overhead Door Company in which they advise as follows:

"RE: State Highway Contract no. 3291, Parkdale Maintenance Building, Hood River, Oregon.

"We have been paid in full by Beale & Co. on this job together with contract 3299 (3299) for the Jewell job and 3311 for the Fossil job. However, we still have an outstanding account in the sum of $900.00 dated back to August 15th for the Veneta job. * * *

The Veneta job to which the Overhead Door Company refers is State Highway Contract 3292 and concerning which claim you were advised on September 18, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with State Highway Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

W. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Beale & Company
2376 S. E. 23rd Street
Portland, Oregon

RECEIVED
OCT 25 1950
FOR FILING
14-3405

3291 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
September 29, 1950

3291	4-final	Bemis & Company
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)

16062	701	$ 1,621.85	9/29/50
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 24 1950

NOTED ON CARD
10-24-50

OREGON STATE HIGHWAY COMMISSION
(date)
~~September 29, 1950~~

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3291	4-final	Bemis & Company	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16062	701	1,621.85	9/29/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 31, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: There is of record a claim filed by Ledbetter & Co. with an unpaid balance of $255. and a claim filed with Sec. of State by Overhead Door Co. in the amount of $750.

Remarks:

The claims listed above as of 9/29 have been paid. There are no unpaid claims of record against this contract.

Date: XXXXXXX Oct. 24, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
OCT 19 1950
FOR FILING

H-3405

3291

October 18, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1
Oregon

Gentlemen:

We are writing you again relative to your claim filed against Bemis and Company for materials furnished and labor performed on State Highway Contract No. 3291, covering construction of Parkdale Maintenance Building in Hood River County.

Please advise us as to whether or not there has been a settlement of your claim as it is the only one of record against this contract which is unpaid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
OCT 18 1950
FOR FILING

Mrs. Lewis

14-3405

3291

October 17, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated October 13 from Mr. John H. Mohr in which he advises as follows:

"Re: Bemis and Company Contract No. 3291.

"This is to advise that Mr. Ledbetter has received full payment on this matter from Bemis & Company, on the Parkdale maintenance building. * * *"

This apparently is the claim in the amount of $492.35 concerning which we advised you on August 8, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3291.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ed

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

10-17-50

RECEIVED
OCT 18 1950
FOR FILING

3291

Mrs Lewis

14-3405

3291

October 17, 1950

Mr. John N. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Dear Mr. Mohr:

We acknowledge with thanks your letter of October 13 advising that Mr. Ledbetter has received full payment from Bemis and Company in connection with materials furnished on the Parkdale Maintenance Building, State Highway Contract No. 3291.

We will advise the contractor and the surety that the claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
10-17-50

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

(Dictated Oct. 12, 1950)

Oct. 13, 1950.

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission,
Salem, Oregon.

Re: Bemis and Company
Contract No. 3291

This is to advise that Mr. Ledbetter has received full payment on this matter from Bemis & Company, on the Parkdale maintenance building.

I appreciate your kindness in this matter and hasten to inform you that his account has been paid in full.

With kindest regards.

Very truly yours,

John N. Mohr

John N. Mohr

JNM/t

[illegible]

RECEIVED
OCT 18 1950
FOR FILING

Mrs Lewis

14 [illegible]

3291

October 17, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

On October 16 we received a letter from J. B. Edington, Hood River, advising as follows:

> We have received this day the full amount due us for Plumbing Materials on the State Highway Contract #3291 for the Maintenance Building at Parkdale, Ore. Thank You.

This apparently is the claim in the amount of $21.25 concerning which you were notified on October 4, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3291 awarded to Bemis and Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

RECEIVED
OCT 18 1950
FOR FILING

14-3405

3291

Mrs Lewis

October 17, 1950

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

We acknowledge with thanks your letter received in this office on October 16 advising that you have received the full amount due for plumbing materials on State Highway Contract 3291 held by Bemis and Company for construction of the maintenance building at Parkdale.

We will notify the contractor and the surety that your claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

J. B. EDINGTON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

TELEPHONE 1404
921 TWELFTH STREET
HOOD RIVER, OREGON

Electrical
SUPPLIES
AND
INSTALLATION

[illegible]
[illegible], Ore.

[illegible]:

[illegible]

[illegible] Ore. [illegible].

[illegible]

J. B. Edington

[illegible]

I.S. [illegible].

REFERRED TO [illegible]
BY SECRETARY

[illegible] — [illegible]
note on card +
prepare usual letter

RECEIVED
OCT 9 1950
FOR FILING

14 3445

3291

October 5, 1950

Bemis and Company
2376 S. E. 45th St.
Portland
Oregon

Gentlemen:

We are pleased to advise you that the State Highway Commission is ready to make final payment to you on contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County.

There are three claims filed against this contract, however, of which you have been previously notified. Due to this condition we cannot release your final warrant until advised by the claimants that all claims have been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

RECEIVED
6 1950
FOR FILING

14-3405
3291

J. B. EDINGTON
3291

Mrs Lewis

October 4, 1950

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

This is to acknowledge your letter received September 28 in which you advise that Bemis and Company owe you $21.25 for plumbing materials furnished to them in their operations on State Highway Contract 3291 for construction of a maintenance building at Parkdale, Hood River County. This claim will be entered in our records and we will advise the contractor and the surety of its receipt.

Peerless Casualty Company whose agent in this instance is M. B. Waterbury, Board of Trade Building, Portland 4, provided the performance bond furnished in connection with this contract. This bond not only provides for satisfactory completion of the job but also assures payment of bills incurred in connection with the contract.

This contract was completed August 31, 1950 and accepted by the Commission September 28, 1950. Final payment, however, has not yet been made.

If you wish to protect your claim for a period longer than six months following completion and acceptance of the job it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached an excerpt from the Oregon laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

J. B. EDINGTON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

TELEPHONE 1404

921 TWELFTH STREET

HOOD RIVER, OREGON

Electrical
SUPPLIES
AND
INSTALLATION

[illegible] State [illegible]
S[illegible], [illegible]

D[illegible]r Sirs:

[illegible] $[illegible]1.65 [illegible]

[illegible], [illegible]

[illegible], [illegible].

[illegible]

[illegible] deliv[illegible] on [illegible], [illegible].

[illegible],

J. B. Edington.

[illegible]

[illegible]

DINGTONS
PLUMBING - HEATING
ELECTRICAL
921 - 12TH STREET

30/1

HOOD RIVER, OREGON, 7/15 1950

M. Kemis & Company

21' - 1½ Pipe	8	40
1 - 1½ Pipe		20
1 - 4x2 Tee	1	70
2 - 1½ Drg. 45°	1	00
5' - 2" S.H. Soil Pipe	3	00
1 - 1½ - C.I. Ell		45
10# Lead	2	50
1 - 4" Soil Tee	2	40
2 - 1½ x 4 Nipples		70
2 - 1½" Couplings		90
	21	25

NATIONAL PRESS — No. Chicago, Ill. 2

RECEIVED
OCT 6 1950
FOR FILING

14-3405

3291

Mrs. Lewis

October 4, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

On September 28 we received a letter from J. B. Edington, 921 Twelfth Street, Hood River, Oregon, advising that Bemis and Company owe him the sum of $21.25. This claim is for plumbing materials furnished the contractor in connection with his operations on State Highway Contract 3291 for construction of a maintenance building at Parkdale in Hood River County. They advise that these materials were delivered to the contractor on July 15, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3291.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

RECEIVED
SEP 26 1950
FOR FILING

14-3405

3291

Mr. Lewis

September 22, 1950

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention: Mr. M. E. Manly

Gentlemen:

This is to acknowledge your letter of September 18 concerning amounts owed you by Bemis and Company. As you perhaps know, each contractor with the State Highway Commission is required to furnish a performance bond with each contract for the full amount of the contract. This bond is furnished to insure satisfactory completion of the job and also the payment of claims incurred in connection with the job. The State does not enter into the matter of determining the validity of claims, although we do record them and notify the surety and the contractor of their receipt.

If you wish to protect this claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that the claims be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Laws outlining the necessary procedure.

Peerless Casualty Company provided the performance bonds for Bemis and Company on Contracts 3291, 3311, 3299 and 3292. The agent on Contract No. 3311 is Durham and Bates, 901 S. W. Washington, Portland 5, and on the other three contracts is M. B. Waterbury, Board of Trade Building, Portland 4.

Contract No. 3291 was completed on September 6 but has not yet been accepted by the Commission. The other contracts are still incomplete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

9-22-50

The "OVERHEAD DOOR"
OPENS UP COMPLETELY OUT OF THE WAY
for

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U.S.A.

SALES OFFICES
SEATTLE SPOKANE
YAKIMA TACOMA
BOISE WENATCHEE

OVERHEAD DOOR COMPANY
3508 S. W. MOODY, FT. OF CURRY - BR. 5559
PORTLAND 1, OREGON

September 18, 1950.

RECEIVED

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Re: Contract No. 3291, Maintenace Blsg., Parkdale, Hood River County, Bemis & Company, contractor.

Thank you for your letter of September 15th advising us that the above is not complete and that you are now ready to make final settlement with the above contractor company. Our invoice in the sum of $750.00 has not yet been paid, and we therefore, request that you hold up final payment until this is taken care f. We have talked to the Bemis Company on this and four other maintenace jobs, and they have assured us that payment would be forthcoming immediately, ~~however, they have never kept their word on this at any of these~~ instances. Our first billing goes away back to June and we have been contacting them ever since for payment to no avail.

We would appreciate anything definite that you can do in this matter as we have a great deal of money tied up over a long period on these jobs. For your convenience, we are herewith listing our jobs with them, giving billing dates and amounts.

Contract No. 3299 June 6th Jewell job	$682.00	6/6/50
Contract No. 3291 Parkdale Maintenance	750.00	6/27/50
Contract No. 3292 Veneta job	900.00	8/14/50
Contract No. 3311 Fossil job	750.00	7/6/50

Yours very truly,

OVERHEAD DOOR CO.

M. E. Munly

M. E. Munly

RECEIVED
SEP 26 1950
FOR FILING

14-3495

3291

Mrs Lewis

September 22, 1950

Mr. John N. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Bemis & Co.
Contract 3291

Dear Mr. Mohr:

We have your letter of September 18 advising that Mr. Ledbetter has received payment in the amount of $237.35 on his claim of $492.35, leaving a balance of $255.00 still due.

This contract was completed on September 6 but has not yet been accepted by the Commission. The surety has been notified that final payment is to be made after acceptance by the Commission provided claims have been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ON CARD
22-50

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

September 18, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

3291

Dear Mr. Glaisyer:

In answer to your letter of September 15, 1950, regarding the claim of Sam Ledbetter against Bemis and Company, this is to advise that the account at the time I wrote you was $492.35, that on August 8th, after my letter to you, Mr. Ledbetter received payment of $237.35 for rock, sand and cement, leaving a balance of $255.00 for fifteen yards or ready-mix concrete which was poured on July 24, 1950.

It has been almost two months since that work was done and Mr. Ledbetter has not received his $255.00.

We certainly appreciate your taking an interest in the matter and hope that you can arrange so that a check will be forthcoming for Mr. Ledbetter very soon.

Very truly yours,

John N. Mohr

JOHN N. MOHR

JNM:PB

RECEIVED
SEP 1 1950
[illegible]
STATE HIGHWAY COMMISSION

1-17-52

RECEIVED
SEP 26 1950
FOR FILING

17-3405

3271

Mrs Lewis

September 22, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter from John N. Mehr, dated September 18th, advising that Sam Ledbetter has received payment in the amount of $237.35, leaving a balance still due of $255.00 out of his original claim of $492.35 concerning which you were advised on August 8. This is in connection with State Highway Contract 3291 for the construction of a maintenance building by Bemis and Company at Parkdale.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3291.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD

-22-50 [illegible]

RECEIVED
SEP 26 1950
FOR FILING

14-3465

3291

September 22, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

In a letter dated September 18, the Overhead Door Company, 2038 S. W. Moody, Foot of Curry, Portland 1, advises that Dennis and Company owe them $750.00 on Contract 3291 for materials furnished for the Parkdale Maintenance Building, $900.00 on Contract 3292 for the Maintenance Building at Vernonia, $682.00 for the Maintenance Building at Jewell (Contract 3299) and $750.00 on a maintenance building at Fossil (Contract 3311). They state that they have talked to the contractor regarding payment on these jobs but so far none has been forthcoming.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Mr. H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Dennis and Company
2376 S. E. 45th Street
Portland, Oregon

[illegible]

RECEIVED
SEP 1 8 1950
FOR FILING

14-3405
3291

September 15, 1950

John N. Mohr
Attorney at Law
Hall Bldg.
Hood River, Oregon

Dear Sir:

Reference your letter of August 2, 1950.

We are ready to make final payment to Bemis and Co. for work performed under State Highway Contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County.

Our records show a claim filed by you, for Ledbetter and Company, against this contract for delivery of rock, sand, cement and ready-mix concrete in the amount of $492.35.

Will you please advise us as to whether or not this claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
9-15-50, gl

RECEIVED
SEP 1 8 1950
FOR FILING

14-3405
3291

September 15, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

Gentlemen:

Our records show a claim filed by you with the Secretary of State against Bemis and Company for materials furnished and labor performed on contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County, in the amount of $750.

This job is now completed and the State Highway Commission is ready to make final payment to the contractor.

Please advise us of the status of the above claim so that we can release the final warrant as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]

9-15-50, g

RECEIVED
SEP 15 1950
FOR FILING

14-34[illegible]
3291

September 15, 1950

Peerless Casualty Co.
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County, has been completed by the contractor, Bemis and Co., and that final payment in the amount of $1,621.85 will be made after acceptance by the Commission, providing outstanding claims have been paid and this office notified.

There is a claim filed against this contract by Ledbetter & Co., covering concrete materials furnished, in the amount of $492.35; also a claim has been filed by the Overhead Door Co., for materials and labor, amounting to $750, of which you have been previously notified.

For your information we wish to advise that the total contract amount is $9,283.72, and that no force account work was performed on the project. This contract was completed on September 6, 1950 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

kl

cc: Peerless Casualty Co.

M. B. Waterbury

NOTED ON CARD

RECEIVED
15 1950
FOR FILING

14-3405

3291

September 14, 1950

Mr. J. B. Edington
921 Twelfth Street
Hood River, Oregon

Dear Mr. Edington:

In reply to your letter received today the address of Bemis and Company is 2376 Southeast 45th Street, Portland, Oregon. This contractor was awarded State Highway Contract No. 3291 for construction of a maintenance building at Parkdale, Hood River County. To date this contract has not been completed.

If you are not successful in securing payment for the plumbing materials furnished please advise us giving details of the claim so that our records may be kept up to date and so that we may advise the surety who furnished the bond on this contract that there are claims against it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

J. B. EDINGTON

HEATING
PLUMBING
OIL BURNERS
COAL STOKERS
SAWDUST BURNERS
SHEET METAL

TELEPHONE 1404
921 TWELFTH STREET
HOOD RIVER, OREGON

Electrical
SUPPLIES
AND
INSTALLATION

Oregon State Highway Commission
Salem, Ore.

Dear Sirs:

[illegible] Co.,
[illegible] Folded.

3291

[illegible]

Very truly yours,

J. B. Edington.

J. B. Edington

JBE:[illegible]

RECEIVED
SEP 1 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

14-2405

3291

3291

Mrs Lewis

September 11, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of September 7 to which was attached three copies of a claim filed with your office by Overhead Door Company against Bemis and Company. This claim in the amount of $750.00 is for materials and labor furnished the contractor for installing overhead doors on the Parkdale Maintenance Building, State Highway Contract 3291.

This claim bears your file No. 3226.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
9-11-50 gf

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 7, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Overhead Door Co. for materials furnished and labor performed in the sum of $750.00 against the bond taken from Bemis & Co., principal, for the Construction of Parkdale Maintenance Building, our file number 3226, state highway contract number 3291.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

NF:M
Enc.

[illegible]
9-11-[illegible]

RECEIVED
SEP 11 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
1 1950
FOR FILING

14-3405

3291

Mrs Lewis

September 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Overhead Door Company, 3508 S. W. Moody, Foot of Furry, Portland 1, Oregon, against Bemis and Company. This claim is in the amount of $750.00 for materials and labor provided to install overhead doors on the Parkdale Maintenance Building, State Highway Contract 3291.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3291.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

9-11-50 jp

Home Office
Overhead Door Corporation
Hartford City, Indiana, U.S.A.

Sales Offices
Seattle Spokane
Yakima Tacoma
Boise Wenatchee

OVERHEAD DOOR COMPANY

3508 S. W. Moody, Ft. of Curry - BR. 5559

PORTLAND 1, OREGON

September 6, 1950

State of Oregon,

Salem,

Oregon.

Attention: Secretary of State.

Gentlemen:

Re: State Highway Commission, Contract No. 3291
Construction of Parkdale Maintenance Building,
Bemis & Co. Contractors, 2376 S. E. 45th, City.

Notice is hereby given that the undersigned, OVERHEAD DOOR CO. has a claim for materials furnished and labor performed in the sum of $750.00 against the bond taken from Bemis & Co. for the work of providing and installing the required overhead doors on the above job, which work was completed June 27th, 1950 and is now long overdue for payment.

Yours very truly,

OVERHEAD DOOR CO.

R. S. DORNBERGER

E

R. S. Dornberger

ENDORSED
File No. 3226
Filed September 7, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
AUG 11 1950
FOR FILING

14-3405

3291

August 8, 1950

Peerless Casualty Company
Rathbone, King and Seeley
310 S. W. Fourth Ave.
Portland 4, Oregon

Gentlemen:

The Oregon State Highway Commission has received notice from Ledbetter and Company through its attorney, John H. Mohr, Hood River, Oregon, that it has a claim against Bemis and Company, contractors, for the construction of a maintenance building at Parkdale, Oregon, amounting to $492.35. The claim arises out of this particular contract and is for delivery of rock, cement, sand and ready-mix concrete between May 11, 1950 and July 25, 1950.

This information is given you because the Peerless Casualty Company appears as surety on the bond furnished by Bemis and Company in connection with this project.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - Peerless Casualty Co.
M. R. Waterbury, Agent
Board of Trade Bldg.
Portland 4, Oregon

Bemis & Company
2376 S.E. 15th
Portland, Oregon

F. A. Query

NOTED ON CARD
8-8-50 gf

August 8, 1950

Mr. John N. Mohr
Attorney at Law
Hall Building
Hood River, Oregon

Dear Mr. Mohr:

This acknowledges your letter of August 2, 1950, advising the State Highway Commission of the claim of your client Ledbetter and Company, against Bemis and Company, arising out of the latters contract with the State Highway Commission for the construction of a maintenance shed at Parkdale, Hood River County.

It is noted that the claim is for delivery of rock, sand, cement and ready-mix concrete, and is in the amount of $492.35.

You inquire whether or not the State Highway Commission will assure you that the amount of this claim will be paid before final payment is made to the contractor. I can not assure you that that will be done, however we will make note of the claim in our records and when final payment is ready to be released we will make further inquiry of you to determine whether or not the claim is paid.

The contract to which you refer is Oregon State Highway Contract No. 3291. In connection with it Bemis and Company were required to furnish the state aperformance bond for the full amount of the contract, $9,283.72 to guarantee satisfactory completion of the project and payment of claims arising out of it. This bond was written by the Peerless Casualty Company, for whom M. B. Waterbury is agent, whose address is Board of Trade Building, Portland 4, Oregon.

In the event that Bemis and Company fail to settle the claim of your client, it would be in line for Ledbetter and Company to file notice of their claim with the Secretary of State pursuant to instructions contained in the statutes, with which you are familiar. For your ready reference I enclose a mimeographed copy of the law. By filing this claim formally with the Secretary of State your client can hold the bond responsible and liable for payment of the claim after the expiration of the period of six months from acceptance of the contract by the State Highway Commission, otherwise the bonding company is automatically

Mr. John N. Mohr
August 8, 1950
Page 2.

released of liability after the expiration of such six months' period. Pursuant to our customary practise, I am today calling your client's claim to the attention of the Peerless Casualty Company.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - F. A. Query

NOTED ON CARD
8-5-50 gk

JOHN N. MOHR
ATTORNEY AT LAW
HALL BUILDING
HOOD RIVER, OREGON
TELEPHONE 8811

CITY ATTORNEY

#3291

COPIES TO COMMISSIONERS

August 2, 1950.

REGISTERED

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I represent Ledbetter and Company who have been supplying materials to Bemis & Co. who are erecting a highway maintenance shed at Parkdale in Hood River County, Oregon. At the present time Bemis & Co. are indebted to my client for the delivery of rock. sand, cement and ready-mix concrete between the dates of May 11, 1950 and July 25, 1950, in the amount of $492.35

I would like to know whether you can be sure that this amount is paid before making settlement with the contractors, or whether it will be necessary for us to go through the procedure of making a claim against the bond.

Very truly yours,

John N. Mohr

John N. Mohr.

JNM:b

RECEIVED
AUG 4 1950
OREGON
STATE HIGHWAY COMMISSION

ERED
LAISYER

NOTE TO Dunn
DATE 8/8

8-4-50 gf

RECEIVED
APR 1 [illegible]
FOR FILING

14-3405

3291

April 19, 1950

Bemis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County, awarded March 20, 1950.

Contract No. 3292, for construction of maintenance building at Veneta in Lane County, awarded March 20, 1950.

Contract No. 3299, covering construction of Jewell Maintenance Building in Clatsop County, awarded March 21, 1950.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

4/19, gC

RECEIVED
MAR 23 1950
FOR FILING

14-3405

3291

March 23, 1950

Bemis and Company
2376 S. E. 45th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on March 20, 1950, awarded you the contract for the Parkdale Maintenance Building on the Mt. Hood Highway in Hood River County. This award was based on your low bid of $9,283.72 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - G. S. Paxson

RECEIVED
NOV 16 1949
FOR FILING

14-3405

3271

File

November 15, 1949

Mr. W. R. McIsaac
Parkdale
Oregon

Dear Sir:

Your letter of October 25 has been referred to this office.

As you have noticed, we plan to build a garage for our equipment, at Parkdale.

The Highway Commission has not approved our 1950 Budget, but we expect they will act on this in December.

If construction is authorized, Mr. Koons will advise you, and we will try to keep you advised of approximate date of completion. It will be built by contract, and we hope it will be built and completed in the summer of 1950.

We appreciate your desire to know about when we can vacate, and we are sorry that we cannot advise more definitely at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. W. Stiffler
Assistant State Highway Engineer

EAC:IH
cc: E. A. Collier
Wm. E. Chandler
L. V. Koons

FORM E-30 25M 6-49 32902

COPY

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

The Dalles, Oregon
November 3, 1949

SUBJECT:

To: Mr. H. R. McIssac
Parkdale, Oregon.

Dear Sir:

Regarding your inquiry concerning our future plans for constructing a building for our maintenance headquarters at Parkdale:

As you have noted, we have improved a site upon which we intend to build at some time. However, this office does not have any information as to how soon.

I am forwarding your letter to Mr. E. A. Collier, Maintenance Engineer, who is in charge of these appropriations, for any information he is able to give you.

Very truly yours,

L. V. Koons (signed)

L. V. Koons
Dist. Maint. Sup't.

cc: E. A. Collier.
k

11/15/49
Copied for: W. W. Stiffler

R. J. McISAAC & CO.

HOOD RIVER VALLEY

General Merchants

TELEPHONE PARKDALE 2161

PARKDALE . OREGON

October [illegible], 19[illegible]

Oregon State Highway Department,
The Dalles, Oregon.

Gentlemen:

[illegible] plans you have regarding [illegible] equipment [illegible]. We note some activity toward the development of a building site, and believe we should have reasonable notice if you plan to vacate your present space. In this connection, we would prefer to have you vacate during the Spring so that we can get another business started in this space during the best season.

RECEIVED
OFFICE OF
DIST. MAINT. SUPT.
THE DALLES OREGON

Yours very truly

R. J. McIsaac & Co.

JRMcIsaac

20-3418 Veneta Maintenance Building. 1950

#3292

RECEIVED
FOR FILING

20-3418

ORDEGON STATE HIGHWAY DEPARTMENT
(date)
March 6, 1952

(CONTRACT NO.) 3292	(EST. NO.)	(CONTRACTOR)
3292	5-final	Bemis & Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3398	R-35475	$ 984.54	3/4/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to Dec. 8, 1951 without penalty

Completion Date: Dec. 8, 1951

Date Accepted: Jan. 31, 1952

Penalties: None of record

Claims: None outstanding of record

Remarks:

Date: 3-7-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

26-3418

3292

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

February 19, 1952

C
O
P
Y

SUBJECT:

To: Bemis & Company
2376 SE 45th Avenue
Portland, Oregon

Gentlemen:

On February 15, we mailed you for signature new final estimate vouchers in the respective amounts of $881.69 on Contract No. 3315 and $984.54 on Contract No. 3292 to replace vouchers evidently lost in the mail. In my accompanying letter, I called your attention to the three places on each voucher where signatures were necessary. This morning the vouchers were returned but only two of the spaces have been filled in. I am therefore returning the two vouchers herewith for signature to the voucher certificate on the back of the voucher form itself which is a strict requirement of the Secretary of State's Office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By: /s/ Carl F. Smith

Carl F. Smith
Claims Supervisor

CFS:pg

Enclosures

cc: H. B. Glaisyer

RECEIVED
MAR 1952
FOR FILING
FORM E-20 20M 3-50

OREGON STATE HIGHWAY COMMISSION

~~INTER-DEPARTMENT CORRESPONDENCE~~

Salem, Oregon
February 15, 1952

[illegible]

SUBJECT:

C
O
P
Y

To:

Bemis and Company
2376 SE 45th Avenue
Portland, Oregon

Gentlemen:

The Commission's Secretary, H. B. Glaisyer, advises me that your office returned, properly signed about February 1, the final estimate vouchers on Contracts No. 3292 and 3315 in the respective amounts of $984.54 and $381.69. Apparently these went astray in the mail. We have accordingly prepared and I enclose herewith for your signature, new original vouchers on these two items. Upon their return, properly signed, payment will be expedited as far as possible.

Please note that signature must appear on the assignment form, on the final release (notarized), and on the voucher certificate itself.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

/s/ Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:wm

cc H. B. Glaisyer

Enclosures.

Noted by:
F. Query & H. B. Glaisyer

RECEIVED
[illegible] 1952
FOR FILING

[illegible]

3292

February 15, 1952

Mr. George Bemis
N. Portland Union Stockyards
North Portland, Oregon

Dear Mr. Bemis:

This note is simply to confirm the information given you over the telephone yesterday regarding the vouchers covering final payment to Bemis & Co. under State Highway Contracts 3292 and 3315 for building construction at Veneta and Eugene.

A thorough search has been made by our Accounting Division and Bridge Department, but the vouchers could not be found. I have asked the Auditing Department to prepare duplicates of both vouchers, so as to expedite final payment on both jobs.

As to the final voucher on the Fossil project, Contract 3311, I am informed by the Auditing Department that this voucher will be mailed to you either today or the first part of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

RECEIVED
'52
FOR FILING

[illegible]

3292

February 15, 1952

Mr. George Bemis
N. Portland Union Stockyards
North Portland, Oregon

Dear Mr. Bemis:

This note is simply to confirm the information given you over the telephone yesterday regarding the vouchers covering final payment to Bemis & Co. under State Highway Contracts 3292 and 3315 for building construction at Veneta and Eugene.

A thorough search has been made by our Accounting Division and Bridge Department, but the vouchers could not be found. I have asked the Auditing Department to prepare duplicates of both vouchers, so as to expedite final payment on both jobs.

As to the final voucher on the Fossil project, Contract 3311, I am informed by the Auditing Department that this voucher will be mailed to you either today or the first part of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

Geo Bemis' or "Betty"

Twin Oaks 1717

where are warrants?

especially, Fossil pit warrants?

voucher
mailed Jan 22

3292 — Venita — out to contractor
3299 — Jewell — with lender #388
3311 — Fossil — final being checked 2 days — voucher
3315 — Eugene — out to contractor
3394 — Priscilla — with [illegible] #538

voucher
mailed Jan 22

3299 — final
3394 — final } ✓ warrants mailed Jan 18, to Geo Bemis

3315 — final
3292 — final } vouchers rejected & returned to Hoy, Dept. [illegible] [illegible] to [illegible].

LETTER TO Bemis
DATE 2/1[illegible]

RECEIVED
JAN 25 1952
FOR FILING

20-[illegible]

3292

January 24, 1952

Peerless Casualty Company
Rathbond, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3292 covering construction of maintenance building at Veneta in Lane County was completed by the contractor, Bemis and Company, on December 8, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $984.54 will be released to the contractor, assigned to Geo. Bemis, after acceptance by the Commission. The total contract amount is $9506.56, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this notice.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. M. B. Waterbury
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

[illegible]

3292

Mrs Lewis

January 22, 1952

Baker Plumbing Company
100 Howard Avenue
Eugene, Oregon

Gentlemen:

On July 12 we wrote to your Company concerning whether your claim against Bemis and Company had been paid on State Highway Contract No. 3292 for construction of a building at Veneta. In that letter we also stated that the claim would be considered paid unless we received a negative response. This contract is now being closed and your claim is the only one on which there is any question as to whether it has been paid or not.

We are attaching a self-addressed envelope and ask that you return a note to us stating whether your claim has been paid or not.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

1-22-51

[illegible]CEIVED
1952
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

January 22, 1952

Baker Plumbing Company
100 Howard Avenue
Eugene, Oregon

Gentlemen:

On July 12 we wrote to your Company concerning whether your claim against Bemis and Company had been paid on State Highway Contract No. 3292 for construction of a building at Veneta. In that letter we also stated that the claim would be considered paid unless we received a negative response. This contract is now being closed and your claim is the only one on which there is any question as to whether it has been paid or not.

We are attaching a self-addressed envelope and ask that you return a note to us stating whether your claim has been paid or not.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

HBGlaisyer

Secretary

REFERRED TO Janeway Thos Lewis
BY SECRETARY

FAQ:md
Attach.

Dear Sirs;

I have written three letters stating that this claim has been paid. I am sorry for any inconvenience caused by not receiving them

F.E. Baker

NOTED ON CARD
1-28-52, [illegible]

RECEIVED
FOR FILING
[illegible]
[illegible]

January 18, 1952

Mr. George Bemis
Bemis Commission Company
Portland, Union Stock Yards
North Portland, Oregon

Dear Mr. Bemis:

Reply is made to your letter of January 16 concerning Bemis & Company contracts.

We shall be pleased to receive information from the Baker Plumbing Company and the Parkdale Lumber Company that their respective claims against these contracts have been satisfied.

In the last paragraph of your letter you mention that the vouchers for the final payments on the Eugene and Veneta buildings have not as yet been received. I have checked with our Accounting Division and find these two vouchers are now being processed and there are possibilities they will be placed in the mail today. In any event, they should be in the mail on Monday, January 21.

As to the final warrants for the Jewell and Prineville buildings, we are pleased to inform you that these warrants are being released today and should be in your hands either tomorrow or Monday of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
cc: F. A. Query

Mr. Query: Please write to the Baker Plumbing Co. and the Parkdale Lumber Company.

HBG

BEMIS COMMISSION COMPANY

Livestock Market Agency
Portland Union Stock Yards
North Portland, Oregon

BEMIS & CO., CONTRACTORS
NORTH PORTLAND, OREGON

January 16, 1952

Mr. H. B. Glaisyer, Secretary
% Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In regard to your letter of January 14th, we have notified the Baker Plumbing to mail you a letter stating that our bill has been paid. We sent them a check for payment in full on April 12, 1951.

Regarding the Parkdale Lumber Co. claim, it was my understanding that this bill had been taken care of long ago. However I am making a thorough check of this and will let you know what the outcome is in the very near future.

The vouchers for the final payments on the Eugene and Veneta Buildings have not as yet been received, also the checks for vouchers which we signed and sent back about three weeks ago. Thought maybe you could run these down and hurry them along a little. Would appreciate any help you could give in speeding this up a little.

Yours truly,

/s/ Geo. Bemis

BG:bg

ANSWERED
H. B. GLAISYER

RECEIVED
JAN [illegible] 1952
FOR FILING

January 15, 1952

Bemis & Co., Contractors
Livestock Exchange Bldg.
North Portland
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1952, had under discussion your request for an extension of time of 409 days, from October 25, 1950 to and including December 8, 1951, within which to complete your contract No. 3252 for construction of Veneta Maintenance Building, Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: G. S. Paxson,
Bridge Engineer

L. R. Allen,
Resident Engineer

Mr. Geo. Bemis

NOTED ON CARD
1-15-52

RECEIVED
FOR FILING

[illegible]

[illegible]

January 14, 1952

Mr. George Bemis
Room 102
North Portland Exchange Building
North Portland, Oregon

Dear Mr. Bemis:

In today's mail, the State Highway Commission received a letter from Miller Lumber Company, Prineville, stating that its claim against Bemis & Company in connection with the construction of the Prineville maintenance building, State Highway Contract No. 3394, has been paid in full.

A check of our records now discloses only two unpaid claims, one being that of F. E. Baker for plumbing work in connection with Contract No. 3292 for construction of Veneta maintenance building, the other being the claim of the Parkdale Lumber Co. in connection with Contract 3291 for construction of a maintenance building at Parkdale. The Baker claim is in the amount of $130 and the Parkdale Lumber Co. claim is in the amount of $886.74. This latter claim was filed in this office after the final payment had been made for construction of the Parkdale building.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

CABLE ADDRESS RATHKINGSEE

Rathbone, King & Seeley

INSURANCE UNDERWRITERS

114 SANSOME STREET • SAN FRANCISCO 4 • GARFIELD 1-3900
111 WEST SEVENTH STREET • LOS ANGELES 14 • VANDIKE 3121
310 S.W. FOURTH STREET • PORTLAND 4 • BROADWAY 1414

RECEIVED
FOR FILING

PORTLAND 4, OREGON
December 3, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

H. B. [illegible]

Re: State Highway Contract No. 3292 -Bond No. 75947
Maintenance Bldg., Veneta, Oregon
Contract No. 3299 - Bond No. 74949
Maintenance Bldg., Jewell, Oregon
Contract No. 3315 - Bond No. 75979
Maintenance Bldg., Eugene, Oregon
Contract No. 3394 - Bond No. 97929
Bldg. Addition at Prineville, Oregon

Dear Mr. Glaisyer:

This will acknowledge and thank you for your letter of November 30th attaching copies of Assignment given by Bemis & Co. A Co-partnership consisting of Pat Bemis and George Bemis, to George Bemis of Moneys due or to become due, Bemis & Co in connection with the above captioned contracts.

Your letter of November 30th crossed ours of the same date in the mail therefor no reply to that letter will be necessary.

Very truly yours,

RATHBONE, KING & SEELEY

By
Elwyn A. Wride

EAW:ft

RATHBONE·KING & SEELEY SINCE 1849 UNDERWRITERS

AMERICAN CASUALTY COMPANY • AMERICAN AVIATION & GENERAL INSURANCE CO.
CENTRAL SURETY AND INSURANCE CORPORATION • MERCHANTS INDEMNITY CORP. OF NEW YORK
MERCHANTS FIRE ASSURANCE CORPORATION OF NEW YORK • PEERLESS CASUALTY COMPANY
THE CENTURY INSURANCE COMPANY LIMITED • THE PACIFIC COAST FIRE INSURANCE CO. • LLOYD'S, LONDON

VED
1951
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1951

SUBJECT:

To:
Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Herewith requests for time extensions on the four building jobs, contracts of which are held by Bemis and Company. As you know we have had a great deal of difficulty in getting these jobs finished up. Mr. Pat Bemis, who was Bemis and Company, got into financial difficulties and apparently has completely faded out of the picture. The bonding company has made arrangements with his brother, Mr. Geo. Bemis, who is a wholesale commission merchant in Portland, to take over the obligation and to finish up the work. Mr. Geo. Bemis is doing all he can to get the work cleaned up and has now finished two of the jobs and assures us that the minor items on the other two will be completed by December 8.

In view of Mr. Geo. Bemis' efforts and the fact that there are practically no additional engineering expenses involved, I would recommend that the extensions be granted without penalty. I hope that this will clear up these four old jobs.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

NOTED
W. C. WILLIAMS

GSP:gm
Attached

ECEIVED
1951
FOR FILING

[illegible]

3292

December 3, 1951

Mr. Elwyn A. Wride
Attorney-in-Fact
Peerless Casualty Co.
Rathbone, King & Seeley
Insurance Underwriters
310 S. W. Fourth Avenue
Portland 4, Oregon

Dear Mr. Wride:

I have just received your letter of November 30, 1951 requesting a copy of an assignment given by Bemis & Co. in connection with its contracts No.'s 3292, 3299, 3315 and 3394.

My records show that I sent you two copies of the assignment on November 30, 1941. If you have not received them, let me know and I will have others prepared.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls

ADDRESS RATHKINGSEE
BENTLEYS, NEW ADDITION
SCOTTS, TENTH ADDITION

Rathbone, King & Seeley
INSURANCE UNDERWRITERS
114 SANSOME STREET • SAN FRANCISCO 4 • GARFIELD 1-3900
111 WEST SEVENTH STREET • LOS ANGELES 14 • VANDIKE 3121
310 S.W. FOURTH STREET • PORTLAND 4 • BROADWAY 1414

RECEIVED
1951
FOR FILING

PORTLAND 4, OREGON
November 30, 1951

Oregon State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Contract No. 3292 - Veneta Main. Bldg.
3299 - Maint. Bldg. Jewell, Ore.
3315 - Maint. Bldg. Eugene, Ore.
3394 - Add. to Maint Bldg. Prineville, Oregon

Dear Mr. Glaisyer:

With reference to the above contract and your letter of November 27th acknowledging Surety's consent to the assignment given by Bemis & Company to George Bemis of all moneys hereafter to become due and payable to Bemis & Company in connection with the above contracts, would it be possible for you to favor us with copies to these assignments?

In other cases where assignments have been consented to by the Surety, you have furnished us with copies.

Thanking you for your advices.

Very truly yours,

RATHBONE, KING & SEELEY

By
Elwyn A. Wride

EAW:ft

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
DEC 3 1951
OREGON
STATE HIGHWAY COMMISSION

RATHBONE · KING & SEELEY
SINCE 1849
UNDERWRITERS

AMERICAN CASUALTY COMPANY • AMERICAN AVIATION & GENERAL INSURANCE CO.
CENTRAL SURETY AND INSURANCE CORPORATION • MERCHANTS INDEMNITY CORP. OF NEW YORK
MERCHANTS FIRE ASSURANCE CORPORATION OF NEW YORK • PEERLESS CASUALTY COMPANY
THE CENTURY INSURANCE COMPANY LIMITED • THE PACIFIC COAST FIRE INSURANCE CO. • LLOYD'S, LONDON

RECEIVED
DEC 1951
FOR FILING

30-3112

3292

November 30, 1951

Mr. Elwyn A. Wride
Attorney-in-Fact
Peerless Casualty Co.
310 S. W. Fourth Avenue
Portland, 4, Oregon

Dear Mr. Wride:

It is my understanding through Mr. E. S. Paxson, our Bridge Engineer, that you desire a copy of the assignment that was given by Bemis & Co., a co-partnership consisting of Pat Bemis and George Bemis, to George Bemis of moneys due, or to become due, Bemis & Co. in connection with its contracts with the State Highway Commission Nos. 3315, 3299, 3394 and 3292.

Responding, I enclose two copies of such assignment, to which assignment, dated November 15, 1951, you consented by your four letters of November 26, 1951.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

RECEIVED
DEC 7 1951
FOR FILING

[illegible]-3418

[illegible]

Salem, Oregon

November 27, 1951

Bemis and Company Assignment

Mr. C. H. Maison, Manager
Accounting Division
OFFICE

I hand you herewith a signed copy of a form of Assignment given by Bemis & Company to Mr. George Bemis, whereby all moneys hereafter due and payable to Bemis & Company in connection with State Highway Contracts Nos. 3315, 3299, 3394 and 3292 are assigned to Mr. George Bemis.

I also attach copies of four letters received from the Peerless Casualty Company, Surety on the bonds furnished by Bemis and Company in connection with the above listed jobs, consenting to the assignment.

The Assignment has been approved by this office, so in preparing vouchers for future payments in connection with these jobs, please make them payable to Bemis & Company, assigned to George Bemis in conformity with the provisions of the Assignment.

It is not intended by this letter to release any more payments to Bemis & Company in connection with these jobs until you are further notified by this office. The Bridge Department has some matters to be clarified before they will consent to releasing any more money to Bemis & Company.

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
encls. cc: F. Query

Mr. Query: I hand you herewith the original of the Assignment mentioned in the above letter. Also the Original of each of the four letters from the bonding company consenting to the assignment. The Assignment should be filed in one of the contracts and a copy of it in each of the others. The letters of consent should be filed in the respective contracts. Copies have been

(over)

RECEIVED
FOR FILING

November 27, 1951

Peerless Casualty Company
Rathbone, King & Seeley
Insurance Underwriters
310 S. W. Fourth Street
Portland 4, Oregon

Attention: Mr. Elwyn A. Wride, Attorney-in-Fact

Gentlemen:

This is to acknowledge receipt, this date, of your four letters dated November 26, 1951, in which you approve and consent to the assignment given by Bemis & Company to Mr. George Bemis as of November 15, 1951 of all moneys hereafter to become due and payable to Bemis & Company in connection with State Highway Contracts No. 3222, Veneta Maintenance Building
3299, Maintenance Bldg. at Jewel, Oregon
3315, Maintenance Bldg. at Eugene, Oregon
3346, Addition to Maintenance Bldg. at Prineville, Oregon

I wish to thank you for these communications. Payment of future amounts to Bemis & Company in connection with these jobs will now be made in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mas

cc: George Bemis
F. Guery

ON CARD
11-27-51 g

COPY

RATHBONE, KING & SEELEY
Insurance Underwriters

310 S. W. Fourth Street
Portland 4, Oregon

November 26, 1951

Oregon State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Peerless Casualty Company Bond No. 75,947
Pat Bemis and George Bemis dba Bemis & Company
Contract No. 3292
Veneta Maintenance Building

Gentlemen:

Reference is made to your letter of November 21st, 1951, addressed to Mr. George Bemis wherein you advise that Bemis & Company have assigned to Mr. George Bemis on November 15th, 1951 all moneys hereafter to be paid to Bemis & Co. in connection with State Highway Contract No. 3292 covered by the captioned Bond.

We, Peerless Casualty Company of Keene, New Hampshire, Surety on Contract No. 3292 hereby consent to the Assignment from Bemis & Company to Mr. George Bemis as of November 15th, 1951.

PEERLESS CASUALTY COMPANY

By /s/ Elwyn A. Wride, Attorney-in-Fact

EAW:ft

11-27-51

COPY

RECEIVED
FOR FILING

November 27, 1951

Request for extension of time
no. 5
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Veneta Maintenance Building
Contract No. 3222
Banis and Company, Contractors

Herewith an application for extension of time from October 25, 1950 to and including December 8, 1951 in order to complete the work at the Veneta Maintenance Building in Lane County.

This project was practically completed last fall except for some minor work in cleaning up the site and in repairing one window sash. Banis and Company got into financial difficulties, and the work is being finished by Mr. George Banis who is a brother of the Banis of the contracting company. He has assured us that all work will be completed by December 5th.

We have had use of the building since last fall, and any additional cost is very minor. It is recommended that the extension be granted without penalty to the contractor. This is a state project and does not require concurrence of the Bureau of Public Roads.

Contract completion date was September 30, 1950, and the time was previously extended to October 25, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:lb

RECEIVED
NOV
FOR FILING

[illegible] 2911

3315

[illegible]

November 26, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from L. R. Kibbe of 425 Fir Acres, Eugene in which he writes as follows:

"In reply to your letter of the 20th. inst. I have been paid in full by the Bemis & Co. on the contracts No. 3292 Veneta Maintenance Building and No. 3315 Eugene Storage Maintenance Building. And I therefore relinquish all claims against them."

This information is furnished to your Company inasmuch as it appears as the surety on performance bonds furnished with the above-mentioned highway contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

FILED OR SENT
11-26-51

RECEIVED
NOV [illegible]
FOR FILING

21-3418

3292

Mrs Lewis

November 26, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe:

This is to thank you for your letter of November 23 in which you state that you have been paid in full by Bemis and Company on your claims against State Highway Contracts No. 3292 and 3315. 3315

We will advise the contractor and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible] ON CARD
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RECEIVED
NOV 1951
FOR FILING

20-3417

3292

Mrs Lewis

November 26, 1951

Husband, Fort & Johnson
72 West Broadway
Eugene, Oregon

Attention: Mr. Ben A. Johnson

Gentlemen:

Thank you for your letter of November 23 stating that A. V. Lusby's claim against Bemis and Company on Contract No. 3292 has been paid in full.

We will notify the contractor's surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

HUSBAND, FORT & JOHNSON
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON

DONALD R. HUSBAND
WILLIAM S. FORT
BEN A. JOHNSON

TELEPHONE 4-4226

November 23, 1951

Mr. H. B. Glaisyer
State Highway Department
Salem, Oregon

Dear Mr. Glaisyer:

I am now advised by A. V. Lusby of the Star Valley Electric Company that Bemis and Company on contract No. 3292 has paid A. V. Lusby in full of all principal and interest.

Your cooperation has been most helpful and we want you to know that it is appreciated.

Yours very truly,

HUSBAND, FORT & JOHNSON

Ben A. Johnson

jem

REFERRED TO [illegible] BY SECRETARY

[illegible]

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NOV 1951
FOR FILING

20-3418

3292

Mrs Lewis

November 26, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

In a letter dated November 23, Husband, Fort and Johnson write as follows:

"I am now advised by A. V. Lusby of the Star Valley Electric Company that Bemis and Company on Contract No. 3292 has paid A. V. Lusby in full of all principal and interest. . . . . "

We provide this information as your Company appears as surety on State Highway Contract 3292 for construction of a maintenance building at Veneta.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

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[illegible]

mrs Lewis

November 23, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a note from Springfield Glass Service advising that their claim against Bemis and Company on Contract 3292 has been satisfied. We notified your Company of their claim in the amount of $149.70 on May 9, 1951.

This information is furnished to your Company inasmuch as it appears as the surety on the performance bond furnished with State Highway Contract 3292 for construction of the Veneta Maintenance Building.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Mr. H. E. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon
Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

RECEIVED
FOR FILING

Mrs Lewis

November 23, 1951

Springfield Glass Service
225 Main Street
Springfield, Oregon

Attention: Mr. John H. Huckey

Gentlemen:

Thank you for your note advising that your claim against Bemis and Company in connection with Contract No. 3292 has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

FORM E-129 29M REVISED 6-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 20, 1951

Springfield Glass Service
225 Main Street
Springfield, Oregon

Attention: Mr. John H. Huckey

Gentlemen:

On May 1 you filed a claim with this department for materials furnished Bemis and Company in connection with their contract No. 3292, covering construction of the Veneta Maintenance Building, in the amount of $149.70.

Will you please advise this office whether your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

P. s. This claim has been satisfied.

Springfield Glass Service.

[illegible]

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FOR FILING

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

L. R. KIBBE, PAINTING CONTRACTOR

425 Fir Acres . . . . . . Telephone 6446J1 II-23-5I . . Eugene, Oregon

3A-3417

3292

NOTED
W. C. WILLIAMS

H.B. GLAISYER
OREGON STATE HIGHWAY DEPT.
SALEM ORE.

DEAR SIR:

In reply to your letter of the 20th. inst. I have been paid in full by the Bemis & Co. on the contracts No. 3292 Veneta Maintenance Building and No. 33I5 Eugene Storage Maintenance Building. And I therefore relingish all claims against them.

Yours Truly

/s/ L. R. Kibbe

L.R. KIBBE

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NOV 20 1951
FOR FILING

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3292

November 20, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe:

Will you please advise this office as to whether or not your claim against Bemis and Company on contracts No. 3292, for construction of Veneta Maintenance Building, and No. 3315, for construction of Eugene Storage Maintenance Building, have been settled. You notified us on August 22 that you still had a claim against Bemis and Company for painting in the amount of $314.

Please let us hear from you regarding this matter at your earliest convenience.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

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FOR FILING

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3292

November 20, 1951

Springfield Glass Service
225 Main Street
Springfield, Oregon

Attention: Mr. John H. Huckey

Gentlemen:

On May 1 you filed a claim with this department for materials furnished Bemis and Company in connection with their contract No. 3292, covering construction of the Veneta Maintenance Building, in the amount of $149.70.

Will you please advise this office whether your claim has been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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FOR FILING

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3292

November 20, 1951

Husband, Fort & Johnson
Attorneys at Law
Washburne Bldg.
72 West Broadway
Eugene, Oregon

Attention: Mr. Ben A. Johnson

Gentlemen:

On May 22 you advised us that the claim of your client, A. V. Lusby, for labor and material furnished Bemis and Company on contract No. 3292, covering construction of the Veneta Maintenance Building, had been paid in full. However, accrued interest amounting to $10.25 had not been paid, and that the claim would not be released until said interest was paid.

Will you please advise this office at your earliest convenience as to whether or not this claim has been settled.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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NOV [illegible] '51
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20-3011

3292

October 23, 1951

Eugene Sand & Gravel Co.
East End of 8th Avenue
Eugene, Oregon

Gentlemen:

We acknowledge with thanks your letter of October 19, 1951 advising that you have received payment in full from Bemis & Co. for the jobs in Veneta, Contract No. 3292, and in Eugene, Contract No. 3315, and releasing all claims to any funds due them.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:
Floyd Query
Assistant Secretary

FQ:ls

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FOR FILING

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3 [illegible]

October 23, 1951

Peerless Casualty Co.
Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

We have received a letter from the Eugene Sand & Gravel Co. dated October 19, 1951, in which they write as follows:

> We have received payment in full from Bemis & Co., for the jobs in Veneta and Eugene. We release all claims to any funds due them.

This information is provided as your company appears as surety on the performance bond furnished with the Veneta storage building Contract No. 3292 and the Eugene maintenance building, Contract No. 3315.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:

Floyd Query
Assistant Secretary

Files
cc: M. B. Waterbury
Board of Trade Bldg., Portland 4, Ore.

Durham & Bates
901 S. W. Washington, Portland 5, Ore.

Bemis and Company
2376 S. E. 45th Ave., Portland, Ore.

George Bemis
2376 S. E. 45th Ave., Portland, Ore.

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FOR FILING

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[illegible]

Mr. Williams Copy
from Mr. G.

EUGENE SAND & GRAVEL
East End of 8th Ave.,
Eugene, Oregon.

October 19, 1951

Copy

Noted:
Mr. Williams

Mr. H. B. Glaisyer
State Highway Department
Salem, Oregon.

Dear Sir:

We have received payment in full from Bemis & Co., for the jobs in Veneta & Eugene. We release all claims to any funds due them.

Thanking you for your co-operation in this matter.

Yours truly,

Eugene Sand & Gravel Co.,

By M. K (?(Backberg
Cr. Mgr.

RECEIVED
FOR FILING

[illegible]

[illegible]

October 10, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Eugene Sand and Gravel Company dated October 5 in which they state that Bemis and Company owes them a balance of $246.65 for materials furnished on the Veneta and Eugene buildings, known respectively as State Highway Contract No. 3292 and No. 3315. They also state that they have received several payments on account but have not received any reply lately to their request for payment of the balance.

We pass this information on to your Company inasmuch as it appears as surety on the performance bond furnished with contracts No. 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]
cc: Peerless Casualty Co.
19 Federal Street
Keene, New Hampshire

Mr. W. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Durham & Bates
921 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 25th Street
Portland, Oregon

Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

October 10, 1951

Eugene Sand and Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

We have your letter of October 5 in which you state that Bemis and Company still owe you a balance of $246.65 for materials furnished on the Veneta and Eugene buildings, respectively known as State Highway Contracts No. 3292 and No. 3315. Neither of these contracts has been completed nor accepted by the Highway Commission. We have record of your claim having been filed with the Secretary of State, so it appears that you are protected for a period longer than six months following completion of the job and acceptance by the Commission.

As you probably know, the State does not make payments direct to claimants on the contracts but looks to the contractor and the surety to pay all just bills. It is suggested that you contact the Peerless Casualty Company who furnished the performance bonds on both of these contracts. Their agent on the Veneta contract is M. B. Waterbury, Board of Trade Building, Portland 4, and on the Eugene building is Durham and Bates, 901 S. W. Washington, Portland 5.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

Oct. 5th 1951

H.B.Glaisyer,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:-

We have had some correspondence in regard to material furnished Bemis & Co., on the Veneta and Eugene building construction.

Mr. Bemis brother paid us various amountson the account over a period of several months but of late we do not seem to get any reply to our requests for payment, there is still a balance of 246.65 on this account.

Can you give us any information regarding the progress of the jobs, or what to expect in regards to payment of this balance.

yours very truly,

Eugene Sand & Gravel Co.,

By Backberg

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

RECEIVED
OCT 15 1951
FOR FILING

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3/12

C O P Y

"Accuracy Plus Action"

2376 S. E. 45th
Portland 6,
Oregon

BEMIS & CO
Commercial Contractors
Building & Remodeling

8-28-51

Mr. H. B. Glaisyer, Secretary
% Oregon State Highway Department
Salem, Oregon.

Dear Sir:

In regards to your letter of August 27th, I have just written to the Resident Engineer, Mr. M. W. Moore, Bend, Oregon to get an O. K. on the L. R. Kibbe paint contract on the Eugene Building. As soon as I get this information of completion from the Engineer I will send a check for the payment in full to Mr. Kibbe.

Yours truly,

Geo. Bemis

GB:bg

Noted on card G L.
8-28-51

Referred to Query.
Noted F. Query

FOR FILING

Mrs Lewis

August 27, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Mr. L. R. Kibbe, 425 Fir Acres, Eugene, stating that Bemis and Company still owes him $314.[illegible] for painting done on the building at Veneta, State Highway Contract 3[illegible]2, and the building in Eugene, State Highway Contract No. 3315. This is not a new claim and we have advised you previously when it was received.

This information is furnished as the Peerless Casualty Company appears as surety on the performance bonds provided with the abovementioned contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

8-27-51, gs

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32[illegible]

[illegible]

3292

August 27, 1951

Mr. L. R. Kibbe
725 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe :

This is to acknowledge your letter of August 22nd in which you state that Bemis and Company still owes you $314.00 for painting on the building at Veneta, Contract No. 3292, and the storage building at Eugene, Contract No. 3315. Neither of these contracts has been completed nor accepted.

We will again call your claim to the attention of the surety and the contractor.

If you feel that it is necessary to protect your claim for a period longer than six months following completion and acceptance of the jobs, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached excerpts from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . Telephone 6446J1 8-22-51 . . EUGENE, OREGON

H.B. GLAISLER SECRETARY
STATE HIGHWAY COMMISSION
SALEM ORE.

DEAR SIR:

This is to notify that I still have a claim of $314.00 against the Bemis co. for painting done on the garage and maintenance building State highway Veneta contract # 3292 and the Eugene Storage garage contract # 3315.

YOURS TRULY

L R Kibbe

REFERRED TO
query
BY SECRETARY

acknowledge and call to
the attention of [illegible] our contractor.

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AUG 24 1951
OREGON
STATE HIGHWAY COMMISSION

[illegible]
8-24-51

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3272

August 17, 1951

Peerless Casualty Company
Board of Trade Building
Portland, Oregon

Attention: Mr. M. B. Waterbury

Gentlemen:

Re: Bemis and Company Contracts

Bemis and Company of Portland have had six contracts with the Highway Department for maintenance headquarters buildings. On all of these contracts Peerless Casualty Company has been the surety, and I believe that all of them have been written through the firm of Durham and Bates. We have had a great deal of difficulty in getting these jobs satisfactorily completed so that acceptance could be made and the final estimates paid.

At the present time two of the jobs, namely, the Fossil Maintenance Building, contract 3311, and the Jewell Maintenance Building, contract 3299, are complete and have been accepted. The maintenance building at Parkdale, contract 3291, was accepted except that the plumbing installation was rejected by the State Plumbing Inspector and considerable revision will have to be made.

The other three contracts, namely, the Prineville Maintenance Building, contract 3394, the Veneta Maintenance Building, contract 3292, and the Eugene Maintenance Storage Shed, contract 3315, still have minor items of work to do before they can be accepted.

Until these jobs are accepted, we will hold the final estimates, including the retained percentages, and our records show that we have better than $4,000 that will be due Bemis and Company when the jobs are completed.

We have repeatedly written Bemis and Company asking that this work be completed so that the jobs can be finaled out. We would ask that you use your influence with the contractor to this end, as these jobs have been on our books long enough.

Very truly yours,
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

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FOR FILING

[illegible] 18

3292

July 12, 1951

Baker Plumbing Service
100 Howard Avenue
Eugene, Oregon

Gentlemen:

We are writing to you for the third time in an effort to ascertain whether or not you have received payment of your claim against Bemis and Company on contract No. 3292, covering construction of the Veneta Maintenance Building, Lane County.

Your claim will be shown on our records as paid unless we receive a negative reply to this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

7-12-51 gl

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FOR FILING
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3292

Mrs Lewis

June 15, 1951

Baker Plumbing Service
100 Howard Avenue
Eugene, Oregon

Gentlemen:

In the forepart of April we received a letter from Mr. George Bemis stating that a check had been mailed to you in payment of your claim against Bemis and Company for construction of a maintenance building at Veneta, State Highway Contract No. 3292.

Will you kindly advise if your claim has been paid in full or in part.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
6-18-51

RECEIVED
FOR FILING

20-3417

Mrs Lewis

June 12, 1951

Al Clements Lumber Co.
P. O. Box 908
Eugene, Oregon

Attention Ralph L. Hallin

Gentlemen:

We acknowledge with thanks your letter of June 7 advising that Bemis and Company have paid their account with you in full.

We will so advise the contractor and the surety.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:FQ:ehr

NOTED ON CARD

Al Clements Lumber Co.

MANUFACTURERS AND WHOLESALERS

DOUGLAS FIR LUMBER

P. O. BOX 908 — PHONE 5-3317
TELETYPE EG 049
EUGENE, OREGON

June 7, 1951

Oregon State Highway Commissinn
Salem, Oregon

Attention: H. B. Glaisyer, Sec.

Re: Bemis Company
Highway Cont.
#3292

Dear Mr. Glaisyer:

We have today received a check from the above company that pays their account in full. Our claim against the debtor is hereby withdrawn.

Yours very truly,

Al Clements Lumber Co.

Ralph L Halli

RH/r

CC: Bemis & Co., Livestock Exchange Bldg.
North Portland, Oregon

BY SECRETARY

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FOR FILING

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3292

Mrs. Hues

June 12, 1951

Peerless Casualty Company
Rathbone, King, and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from the Al Clements Lumber Company of Eugene concerning the claim against Bemis and Company in connection with construction of the maintenance building at Veneta in Lane County. They write as follows:

> "We have today received a check from the above company that pays their account in full. Our claim against the debtor is hereby withdrawn."

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract No. 3292.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FQ:ehr

cc N. B. Waterbury
Board of Trade Building
Portland 4, Oregon

George Bemis
C. W. Enfield
Bemis and Company

NOTED ON CARD

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MAY 31 1951
FOR FILING

20-3418

3292

Mr Lewis

May 29, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Husband, Fort and Johnson in which they write as follows:

"Mr. A. V. Lumby has today received a check in the sum of $293.18 to apply on the above entitled notice of claim against surety. Interest in the sum of $10.25 to date has not been paid and demand is being made direct upon Bemis and Company for the payment of said interest. The claim will not be released until said interest has been paid."

This claim was filed against State Highway Contract No. 3292 for construction of a maintenance building at Veneta in Lane County.

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract No. 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
Home Office

Mr. M. B. Waterbury
Agent

Bemis and Company

Mr. Geo. Bemis

Mr. C. W. Enfield

5-29-51, 9 C

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3293

Mrs Lewis

May 29, 1951

Husband, Fort & Johnson
Attorneys at Law
Washburne Building
72 West Broadway
Eugene, Oregon

Attention: Mr. Ben A. Johnson

Gentlemen:

This is to acknowledge your letter of May 22nd in which you state that Mr. A. V. Lusby has received a check for $293.18 to apply on his claim against Bemis and Company on State Highway Contract No. 3292. You also advise that interest in the sum of $10.25 has not yet been paid and that your claim will not be released until such interest has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

HUSBAND, FORT & JOHNSON
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON

DONALD R. HUSBAND
WILLIAM S. FORT
BEN A. JOHNSON

TELEPHONE 4-4226

May 22, 1951

3292

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: A. V. Lusby vs. Bemis and Company

Gentlemen:

Mr. A. V. Lusby has today received a check in the sum of $293.18 to apply on the above entitled notice of claim against surety.

Interest in the sum of $10.25 to date has not been paid and demand is being made direct upon Bemis and Company for the payment of said interest. The claim will not be released until said interest has been paid.

Yours truly,

HUSBAND, FORT & JOHNSON

Ben A. Johnson

Ben A. Johnson

jem

5-23-51

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1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 31 1951
FOR FILING

Mrs Lewis

[illegible]

3292

May 29, 1951

Al Clements Lumber Co.
P. O. Box 908
Eugene, Oregon

Attention: Mr. Ralph L. Hallin

Gentlemen:

Thank you for your letter of May 23, advising us that the amount Bemis and Company owe you on State Highway Contract No. 3292 has now been reduced to $151.73.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

Al Clements Lumber Co.

MANUFACTURERS AND WHOLESALERS

DOUGLAS FIR LUMBER

May 23, 1951

P. O. BOX 908 — PHONE 5-3317
TELETYPE EG049
EUGENE, OREGON

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bemis & Co.
Highway Contract #3292

Dear Sir:

The balance due us from the above company is now down to $151.73.

We will advise when further payments are made.

Yours very truly,

Al Clements Lumber Co.

Ralph L. Hall

RH/r

[illegible]

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[illegible]
OREGON
STATE HIGHWAY COMMISSION

FILED ON CARD
5-24-51

RECEIVED
MAY 31 1951
FOR FILING

20 3412

3292

Mrs Lewis

May 29, 1951

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Al Clements Lumber Company in which they write as follows:

"Re: Bemis & Co. Highway Contract #3292. The balance due us from the above company is now down to $151.73. We will advise when further payments are made."

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
Home Office

Mr. M. D. Waterbury
Agent

Bemis and Company
7376 S. E. 45th Street
Portland, Oregon

Mr. Geo. Bemis
Livestock Exchange Building
North Portland, Oregon

Mr. C. W. Enfield

Baldock

RECEIVED
JUN 1 - 1951
FOR FILING

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3292

AL CLEMENTS LUMBER CO.
Manufacturers and Wholesalers
DOUGLAS FIR LUMBER

May 23, 1951

P.O.Box 908 - Phone 5-3317
Teletype EG 049
EUGENE, OREGON

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bemis & Co.
Highway Contract #3292

Dear Sir:

The balance due us from the above company is now down to $151.73.

We will advise when further payments are made.

Yours very truly,

Al Clements Lumber Co.

/s/ Ralph L. Hallin

RH/r

RECEIVED
MAY 31 1951
FOR FILING

20-3417
3292

May 25, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated May 22nd from Mercer Steel Company, Inc., in which they write as follows:

"Please be informed that we have obtained payment in full from Denis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, Oregon. Therefore, we discontinue our claim against this company's bond. * * *

The Veneta contract is identified as State Highway Contract No. 3292; the Fossil job as Contract 3311.

This information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with the above stated contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

PA:md

cc - Peerless Casualty Company
Home Office

Mr. W. D. Waterbury

Durham & Haine

Denis and Company

Mr. George Denis

Mr. C. W. Enfield

5-2

RECEIVED
MAY 31 1951
FOR FILING

[illegible]

3292

May 23, 1951

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

We acknowledge with thanks your letter of May 22nd in which you state that your company has received payment in full from Bemis and Company for material furnished in building construction at Veneta and Fossil, being State Highway Contracts No. 3292 and No. 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
2555 N. W. Nicolai Street
Portland 10, Oregon

May 22, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Gentlemen:

Please be informed that we have obtained payment in full from Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, Oregon. Therefore, we discontinue our claims against this company's bond.

Thank you for your help in the above matter.

Very truly yours,

MERCER STEEL COMPANY, INC.

/s/ Neil A. Austin
Neil A. Austin

NAA:md

RECEIVED
JUN 4 - 1951
FOR FILING

20-3418

3292

COPY FOR MR Baldock
[illegible] H. B. [illegible]

H U S B A N D , F O R T & J O H N S O N

ATTORNEYS AT LAW
Washburne Building
72 West Broadway
Eugene, Oregon

May 22, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: A. V. Lusby vs. Bemis and Company

Gentlemen:

Mr. A. V. Lusby has today received a check in the sum of $293.18 to apply on the above entitled notice of claim against surety.

Interest in the sum of $10.25 to date has not been paid and demand is being made direct upon Bemis and Company for the payment of said interest. The claim will not be released until said interest has been paid.

Yours truly,

HUSBAND, FORT & JOHNSON

/s/ Ben A. Johnson
Ben A. Johnson

jem

RECEIVED
MAY 18 1951
FOR FILING

20-3412

3292

Mrs Lewis

May 17, 1951

Smithwick Concrete Products
1750 N. E. Lombard Place
Portland 11, Oregon

Attention: Mr. H. J. McGowan

Gentlemen:

This is to acknowledge your letter of May 16 stating that Bemis and Company have paid the balance of their account in the sum of $555.46 for Haydite Blocks furnished for the construction of the maintenance building at Veneta, State Highway Contract 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
5-17-51 igl

PERMANENT AS MT. HOOD

SMITHWICK HAYDITE
CONCRETE PRODUCTS

Smithwick Concrete Products
PORTLAND ☆ EXCLUSIVE MANUFACTURERS OF Haydite ☆ EUGENE
1750 N. E. LOMBARD PLACE • PORTLAND 11, OREGON • TEL. WEbster 7723

May 16, 1951

State Highway Commission
Salem,
Oregon

Gentlemen:

This is to advise you that Lemis and Company has paid the balance of their account $555.46 for Haydite Block furnished for the construction of the maintenance building at Veneta, State Highway Contract No. 3202.

Very truly yours,

HJ McGowan
Accountant

HMcG:S

cc - Lemis & Co.
Livestock Exchange Building
North Portland

FORWARDED TO
BY SECRETARY

5-17-51

RECEIVED
MAY 18 1951
FOR FILING

50-2418

3292

Mrs Lewis

May 17, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Smithwick Concrete Products dated May 16 in which they advise as follows:

> This is to advise you that Bemis and Company has paid the balance of their account $555.46 for Haydite Block furnished for the construction of the maintenance building at Veneta, State Highway Contract No. 3292.

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2976 S. E. 45th Street
Portland, Oregon
Mr. George Bemis
Livestock Exchange Building
North Portland, Oregon
Mr. C. W. Enfield

[illegible] ON CARD

RECEIVED
MAY 18 1951
FOR FILING

20-3418

[illegible]

Mrs. Lewis

May [illegible], 1951

[illegible] Casualty Company
[illegible], [illegible] and [illegible]
213 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Portland Door Company in which they advise as follows:

[illegible]
[illegible]

"Please be advised that we have received payment in full from Lewis & Co., for doors supplied by us to the above named building.

"This clears up all their indebtedness to us."

This information is supplied as the [illegible] Casualty Company assumed as surety on the performance bond furnished with the above mentioned contract.

Very truly yours,

[illegible]

Secretary

[illegible]

cc: H. E. [illegible]
Board of Trade Building
Portland 4, Oregon

Lewis and Company

George Lewis

C. W. [illegible]

RECEIVED
[illegible] 1951
FOR FILING

20-3.1.7

3292

Mrs Lewis

May 16, 1951

Overhead Door Company, Incorporated
3508 S. W. Moody
Foot of Curry
Portland 1, Oregon

Gentlemen

Please accept our thanks for your letter of May 15, advising that you have received payment in full from Bemis and Company for doors supplied on the Veneta Maintenance building, State Highway Contract No. 3292.

Very truly yours,

Oregon State Highway Comm.

Secretary

HBC FC:ehr

The "OVERHEAD DOOR"
OPENS UP COMPLETELY OUT OF THE WAY
for

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U. S. A.

SALES OFFICE
SEATTLE
YAKIMA
BOISE
SPOKANE
TACOMO
WENATCHEE

OVERHEAD DOOR COMPANY OF OREGON, INC.
3508 S. W. MOODY, FT. OF CURRY • PHONE BR. 5559
PORTLAND 1, OREGON

May 15, 1951

Oregon State Highway Commission
Salem, Oregon

Contract 3292
Veneta Maintenance Bldg.

Gentlemen:

Please be advised that we have received payment in full from Bemis & Co., for doors supplied by us to the above named building.

This clears up all their indebtedness to us.

Very truly yours,

OVERHEAD DOOR CO. INC.

C. O'Connor

C.O'Connor

COC/bm

REFERRED TO
[illegible] — [illegible]
BY SECRETARY
prepare [illegible] letter

RECEIVED
MAY 1 4 1951
FOR FILING

[illegible]

May 11, 1951

Mr. Geo. Bemis
2376 S. E. 45th Avenue
Portland 6, Oregon

Dear Mr. Bemis:

As requested in your letter of May 10 we have checked up on the balances due and unpaid on the several Bemis and Company contracts, which amounts are as follows:

			% Complete
3291	Parkdale	None	100
3292	Veneta	$ 703.84	97
3299	Jewell	218.19	99
3311	Fossil	741.01	97
3315	Eugene	631.28	97
3394	Prineville	233.48	75
		$2,527.79	

The last estimate received on any of these jobs is dated December 10, 1950, and any work which has been performed since that time has not yet been reported.

The amount of $2,527.79 shown above consists of retained percentage withheld on the several contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

BEMIS & CO.

C
O
P
Y

May 10, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Would you please send me the balance due and unpaid on contracts of jobs completed by us, as I may not have the exact figures on some of these jobs. I think all jobs are completed as far as the work is concerned.

Yours truly,

/s/ Geo Bemis

RECEIVED
FOR FILING

30-2117

3

Mrs Lewis

May 9, 1951

Springfield Glass Service
225 Main Street
Springfield, Oregon

Attention: Mr. John H. Huckey

Gentlemen:

This is to acknowledge your letter dated May 1 stating that Bemis Company owes you $149.70 for materials furnished on the maintenance building at Veneta, State Highway Contract 3292.

The State does not enter into the matter of determining the justness of claims filed and neither do they withhold funds on a contract and pay to the claimant direct when claims are filed against the contract. They are recorded in our records and we advise the contractor and the surety concerning their receipt.

Each contract is covered by a performance bond which assures not only completion of the contract but payment of all bills incurred in connection with the contract. Peerless Casualty Company through M. B. Waterbury, Board of Trade Building, Portland 4, provided the performance bond with the above-mentioned contract.

If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

Secretary

FAQ:md
Attach.

L. B. ROLLAND

Springfield Glass Service

AUTO ◆ PLATE ◆ WINDOW AND STRUCTURAL GLASS ◆ MIRRORS

225 Main Street - Phone 2600

Springfield, Oregon

May 1, 1951.

Mr. H.B.Glaisyer,
Secy. State Hy. Dept.,
Salem, Ore.

Dear Sir:

The Bemis Co. Contractors on the Maintenance Bldg. at Veneta, Ore. are indebted to us in the amount of $149.70 on this job.

We have been unable to effect collection of this bill and we ask that you please withhold same from payment of his contract. # 3292

Thanking you, we are

Yours very truly,

SPRINGFIELD GLASS SERVICE,

BY John H. Huskey

JH/s

[illegible]

STATE
HUCKEY W. J. VAILLANCOURT

Springfield Glass Service

AUTO — PLATE — WINDOW AND STRUCTURAL GLASS — MIRRORS

225 Main Street · · Phone 7-2600

Springfield, Oregon May 1, 1951. 19

Bemis & Co.,
2376 So. E 45th St.,
Portland, Ore.

November	- Inv 4533	$131.01	
March	5754	18.69	
			$149.70

RECEIVED
1 1 1951
FOR FILING

[illegible]
3292

Mrs Lewis

May 9, 1951

Peerless Casualty Company
Rathbone, King & Sealey, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Springfield Glass Service, 225 Main Street, Springfield, Oregon, stating that Bemis and Company owe them $149.70 for materials furnished on the maintenance building at Veneta (State Highway Contract 3292).

This information is furnished as the Peerless Casualty Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon
Mr. C. W. Enfield

RECEIVED
APR 27 1951
FOR FILING

[illegible]

3292

Mrs Lewis

April 26, 1951

Smithwick Concrete Products
1750 N. E. Lombard Place
Portland 11, Oregon

Gentlemen:

This is to thank you for your letter of April 25 advising that you have been paid $1,500 on your claim against Bemis and Company for Haydite blocks furnished in construction of the maintenance building at Veneta, State Highway Contract No. 3292, leaving a balance due of $555.46.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

ANENT AS MT. HOOD

SMITHWICK
SMITHWICK
CONCRETE PRODUCTS

Smithwick Concrete Products

PORTLAND ☆ EXCLUSIVE MANUFACTURERS OF Haydite ☆ EUGENE

1750 N. E. LOMBARD PLACE • PORTLAND 11, OREGON • TEL. WEbster 7723

April 25, 1951

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Thank you for your letter of April 2 regarding our claim against Bemis & Company for Haydite blocks furnished for building construction in connection with highway contract No. 3292 in the amount of $2,055.46.

To date we have been paid $1500 on this account with a promise of the balance to be paid on May 15, 1951.

Yours very sincerely,

S. Carl Smithwick
S. CARL SMITHWICK
President

SCS:ml

REFERRED TO
SECRETARY
BY

Jerry - Mrs Lewis
prepare memo & attach
note on card
memo to Engineer

NO OTHER BUILDING MATERIAL OFFERS SO MUCH FOR SO LITTLE

RECEIVED
JUN 1951
FOR FILING

20 - 3418

3392

TWIN OAKS
BUILDERS SUPPLY CO
Wholesale and Retail
Phone 2600 - 669 High Street
Eugene, Oregon

COPY

April 27, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that Bemis & Co., who owed us in excess of $2000.00 on February 9th, have paid their account with us in full.

Yours very truly,

TWIN OAKS BUILDERS SUPPLY CO.

/s/ John J. Rogers

JOHN J. ROGERS

JJR:vs

C
O
P
Y

April 26, 1951

Mr. C. E. Luckey
Attorney at Law
872 Broadway
Eugene, Oregon

Re: John J. Rogers et al. v. Pat Bemis,
doing business as Bemis and Company

Dear Sir:

We have been advised by Mr. George Bemis, brother of Pat Bemis, doing business as Bemis and Company, that Mr. George Bemis has paid John J. and C. M. Rogers in full for their claim against Bemis and Company.

We will appreciate being advised as to whether or not the claim which is the basis of the above-entitled action has been paid in full and whether a satisfaction of judgment has been entered in the above action, and whether the notice of attachment of property in the hands of the Highway Commission is still effective.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:AWP
cc Mr. M. H. Hawke
Mr. H. B. Glaisyer

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
Coos Bay
CHAS. H. REYNOLDS, MEMBER
La Grande
M. K. McIVER, MEMBER
Portland

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
State Highway Engineer
J. M. DEVERS
Chief Counsel
M. H. HAWKE
Auditor
H. B. GLAISYER
Secretary

[illegible]

3292

April 26, 1951

Mr. George Bemis
Bemis Commission Company
Portland Union Stock Yards
North Portland, Oregon

Re: Contracts Nos. 3292, 3299,
3311, 3315, and 3394

Dear Sir:

Enclosed herewith is a list of unpaid claims that have been filed with the Secretary of the State Highway Commission with respect to Contracts 3292, 3299, 3311, 3315, and 3394 between Bemis and Company and the State of Oregon, by and through its State Highway Commission.

I have been advised by the Bridge Department that the work has been completed on Contract No. 3299 and that the contract will be ready for final payment upon receipt of a request from Bemis and Company for a time extension and upon approval thereof. It will be appreciated if you will expedite the making of such request for time extension by Bemis and Company.

So that this office may be advised as to the action that should be taken as to the making of payment upon these contracts, we will appreciate being informed of the status of payment of each of the several claims set forth on the list enclosed herewith.

Yours very truly,

J. M. DEVERS

By

C. W. Enfield
Assistant Counsel

NOTED
F. QUERY

Enclosure
CWE:AWP
cc Durham and Bates
Bemis and Company
Mr. Cecil Gardiner
Mr. H. B. Glaisyer
Mr. M. H. Hawke

query
to auth.
not necessary to record
[illegible]

LIST OF UNPAID CLAIMS FILED AGAINST BEMIS AND COMPANY ON 4 CONTRACTS

CONTRACT NO. 3292, VENETA MAINTENANCE BLDG.:

				Balance as of April 20, 1951
8-15-50	Overhead Door Co.	Materials and Labor		$ 900.00
12-9-50	Mercer Steel Co., Inc.	Materials		292.92
12-11-50	Al Clements Lumber Co.	Materials		751.73
2-23-51	Smithwick Concrete Products	Haydite Blocks		2,055.46
1-16-51	L. R. Kibbe	Painting		366.00
1-18-51	A. V. Lusby	Labor & Material (6% int. from 1/31)		293.18
2-12-51	F. E. Baker	Plumbing		130.00
2-14-51	Eugene Sand & Gravel Co.	Material		714.45

CONTRACT NO. 3299, JEWELL MAINTENANCE BLDG.:

There are no outstanding claims of record

CONTRACT NO. 3311, FOSSIL MAINTENANCE BLDG.:

1-16-51	Kinzua Pine Mills Co.	Lumber		237.35
4-13-51	Mac's Electric	Electrical work		265.00

CONTRACT NO. 3315, EUGENE STORAGE MAINTENANCE BLDG.:

12-23-50	L. R. Kibbe	Painting		348.00
2-5-51	West Pacific Sales Co.	Material		230.81
2-14-51	Eugene Sand & Gravel Co.	Material		332.20

CONTRACT NO. 3394, ADDITION TO PRINEVILLE MAINTENANCE BLDG.:

1-22-51	Tum-a-Lum Lumber Co.	Material	(As of April 23, 1951)	389.50

RECEIVED
APR 27 1951
FOR FILING

[illegible]

3292

Mr Lewis

April 26, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Contract
3292

Gentlemen:

We have received a letter from Smithwick Concrete Products stating that to date they have received $1,500 in payment on their claim of $2,058.46 against Bemis and Company for Haydite blocks furnished for construction of the maintenance building at Veneta in Lane County.

This is the claim filed with the Secretary of State and concerning which we notified your Company on March 1, 1951.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon
C. W. Enfield

RECEIVED
FOR FILING

Mrs Lewis

April 18, 1951

Baker Plumbing Service
100 Howard Avenue
Eugene, Oregon

Gentlemen:

We have received a letter from Mr. George Bemis stating that a check has been mailed to you on your claim against Bemis and Company, State Highway Contract No. 3292 for construction of a maintenance building at Veneta.

Will you please advise if the claim has been paid in full or in part.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

FILED ON CARD

RECEIVED
APR 19 1951
FOR FILING

20-2418
3292

Mrs Lewis

April 18, 1951

Mr. Geo. Bemis
Portland Union Stock Yards
North Portland, Oregon

Dear Mr. Bemis:

We wish to thank you for your letter of April 12 advising that you have mailed a check to the Baker Plumbing Service, Eugene, on their claim against State Highway Contract No. 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

WINOAKS 8876

TWINOAKS 1717

Bemis Commission Company

LIVESTOCK MARKET AGENCY
PORTLAND UNION STOCK YARDS
NORTH PORTLAND, OREGON

April 12, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Dear Sir:

In reply to your letter of April 10th, I have just mailed a check to the Baker Plumbing Service, Eugene, Oregon concerning the State Highway Contract No. 3292.

Thanks alot for forwarding this letter to me.

Yours very truly,

Geo Bemis

GB:bg

George Bemis
write Baker + ask if
he got his check — +
if account is paid in full.
HBG

RECEIVED
FOR FILING

20-3117

5 22

Mrs Lewis

April 10, 1951

Baker's Plumbing Service
100 Howard Avenue
Eugene, Oregon

Attention: Mr. F. E. Baker

Gentlemen:

Your letter of April 5 has been received in which you advise that Bemis and Company have not as yet paid your claim for $130.00. This claim you state is for plumbing work provided for the contractor on the maintenance building at Veneta, State Highway Contract No. 3292. We assume that this is the same claim concerning which you wrote us on February 12 but in which no amount was stated.

This contract has not yet been completed or accepted by the Commission. If you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have enclosed excerpts from the Oregon Laws outlining the necessary procedure.

Peerless Casualty Company provided the performance bond on this contract through their agent, M. B. Waterbury, Board of Trade Building, Portland 4. This bond is furnished to assure satisfactory completion of the job and also payment of bills incurred in connection with the contract.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

BAKER'S PLUMBING SERVICE
100 Howard Ave, Eugene,Ore.

Mr. H. B. Glaiser
Sec. Ore. State Highway Comm.
Salem, Oregon.

Eugene, Oregon
April, 5, 1951

3292

Dear Sir;

In regards to your letter of April 3, 1951, refering to my claim against Bemis and Company for plumbing in the maintenance building at Veneta.

This claim has not been paid, it is of the sum of $130.00 for plumbing done in the above building. If there is anything I could or should do to collect this amount I would appreciate knowing what it is, as this has been over due for several months.

enter amt. on card

Thanking you I remain-

Sincerely yours;

F. C. Baker
Baker's Plumbing Service

Query — Mrs Lewis
This is the first information, I believe, that we have as to the amount of these claims.

NOTED
F. QUERY

RECEIVED
FOR FILING

20-2417

April 10, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated April 5 from Baker's Plumbing Service, 100 Howard Avenue, Eugene, Oregon, advising that Bemis and Company still owe them $130.00 for plumbing performed in the Veneta Maintenance Building, State Highway Contract 3292. This, apparently, is the same claim concerning which you were notified on October 14 but which at that time had no stated amount.

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

Mr. George Bemis
Bemis Commission Company
Portland Union Stockyards
Portland, Oregon

4 10 51

RECEIVED
FOR FILING

HUSBAND, FORT & JOHNSON
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON

DONALD R. HUSBAND
WILLIAM S. FORT
BEN A. JOHNSON
TELEPHONE 4-4226

April 6, 1951

[illegible]

3292

NOTED
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

Re: A. V. Lusby vs. Bemis and Company

Gentlemen:

Your letter of April 2, 1951, in the above matter is received and you are advised that there is due and owing our client, A. V. Lusby, the sum of $293.18 on the work performed by A. V. Lusby on behalf of Bemis and Company, together with interest thereon from the date of filing our claim, January 31, 1951, at the rate of six percent to date.

It is respectfully requested that a check made payable to A. V. Lusby be forwarded to our office.

Your cooperation in this matter is greatly appreciated.

Yours very truly,

HUSBAND, FORT & JOHNSON

Ben A. Johnson

Ben A. Johnson

jem

Query [illegible]

NOTED
F. QUERY

4-[illegible]

RECEIVED
APR 3 - 1951
FOR FILING

2-3448

3292.

April 2, 1951

Husband, Fort & Johnson
Attorneys at Law
Washburne Building
72 West Broadway
Eugene, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed a claim for your client, A. V. Lusby, against Bemis and Company for labor and material furnished in connection with construction of a maintenance building at Veneta, said claim being in the amount of $293.18.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your client's claim has been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD
4-2-51

RECEIVED
APR [illegible] 1951
FOR FILING

20-3418

3292

"Mrs Lewis"

April 6, 1951

Overhead Door Company, Inc.
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention: Mr. C. O'Connor

Gentlemen:

We have your letter of April 4 stating that Bemis and Company still owe you $900.00 in connection with State Highway Contract 3292 for construction of a building at Veneta.

It has come to our attention that Mr. George Bemis, brother of Pat Bemis, has been making some arrangements for the payment of claims against Bemis and Company. It is suggested that you contact him at Bemis Commission Company, Portland Union Stockyards, North Portland, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

The "OVERHEAD DOOR"
OPENS UP COMPLETELY OUT OF THE WAY
for

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U. S. A.

SALES OFFICE
SEATTLE
YAKIMA
BOISE
SPOKANE
TACOMO
WENATCHEE

OVERHEAD DOOR COMPANY ~~OF OREGON~~, INC.
3508 S. W. MOODY, FT. OF CURRY - PHONE BR. 5559
PORTLAND 1, OREGON

April 4, 1951

Contract 3292

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Replying to your letter of April 2, 1951 relative to our claim against Bemis & Company. Please be advised that we have not been paid for the Veneta job, and there is still an amount of $900.00 due us for the job.

We would be glad to hear from you as to when and how payment of this bill will be made.

NOTED
H. B. GLAISYER

Yours very truly,

OVERHEAD DOOR COMPANY INC.

C. O'Connor

COC:by

[illegible]

[illegible]

RECEIVED
FOR FILING

[illegible] STEEL COMPANY, INC.

2555 N. W. Nicolai Street

Portland 10, Oregon

April 5, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Gentlemen:

We have your letter of April 2 regarding the present status of our claims against Bemis & Company for material furnished them on State Highway Contracts for construction jobs at Veneta and Fossil, Oregon, in the amounts of $341.32 and $256.00 respectively.

Since filing our claim we have received a $400.00 payment on the Bemis account. Of this, $95.60 has been applied to non-state jobs, $256.00 has been applied to the Fossil job, and $48.40 to the job at Veneta. This payment leaves a zero balance on Fossil and $292.92 on Veneta.

We understand from Mr. Bemis that these claims are to be settled shortly; however we have received information of this nature from him for months, so until a check in full payment has been received and cleared the bank satisfactorily we will not be able to send a release on these claims.

We appreciate your attention and following up on this matter.

Very truly yours,

[illegible] STEEL COMPANY, INC.

/signed/

Neil A. Austin

llg
cc: Durham & Bates

COPY

[illegible]EIVED
APR 3 - 1951
FOR FILING

20-3418

[illegible]

April 2, 1951

Mercer Steel Company, Inc.
2555 N. W. Nicolai St.
Portland 10, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed two claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, said claims being in the amount of $341.32 and $256.00 respectively.

The Highway Commission has been informed that arrangements have been made for payment of all claims against Bemis and Company jobs, and I am writing to you to inquire whether or not your claims have been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

✓

[illegible] ON CARD

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FOR FILING

21-3419

[illegible]

EUGENE SAND & GRAVEL CO.

Eugene, Oregon

April 5th 1951

H. B. Glaisyer, Sec.,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:-

We have received a check from Mr. Bemis a brother of Mr. Bemis of Bemis Construction Co. for an amount of $300.00 which leaves a blanace of $1046.65 still due.

When this payment was made Mr. Bemis informed us that he would attempt to take care of all of this balance, to help his brother., however we cannot release our claim until the account is satisfied in full.

Thanking you, we remain,

Yours truly,

Eugene Sand & Gravel Co.,

By /s/ A. F. Backberg

COPY

Memo:-
Phoned 4/10 & asked to which job the $300 was credited, was told by Mr. Backberg to credit $150 to Veneta job & $150 to Eugene job. gl

RECEIVED
APR 3 - 1951
FOR FILING

April 2, 1951

Eugene Sand & Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed two claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Eugene, said claims being in the amount of $864.45 and $482.20 respectively.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claims have been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD

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FOR FILING

20-34.1

[illegible]

L. P. NIBBE
425 Fir Acres   Painting Contractor   Eugene, Oregon

4 - 4 - 51

SECRETARY
OREGAN STATE HIGHWAY COMMISSION
SALEM_ ORE.

DEAR SIR:

IN REPLY TO YOUR LETTER OF THE 2nd. OF APRIL. I HAVE A CLAIM IN YOUR OFFICE_LEWIS & CO. FOR THE PAINTING OF THE MAINTENANCE BUILDING AT EUGENE. CONTRACT #3315 FOR $348.00. SENT IN ON DEC. 23.

AND A CLAIM DATED JAN. 2[illegible] ON THE MAINTENANCE BLD. AT [illegible] CO. CONTRACT #3292 FOR THE SUM OF $466.00. I RECEIVED A CHECK FROM GEO. LEWIS FOR $100.00 PAID ON ACCOUNT.

L. P. NIBBE

YOURS TRULY
/S/

COPY

[illegible]ED
[illegible]R FILING

20-3411

April 2, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Sir:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for painting garage and maintenance building at Veneta, said claim being in the amount of $456.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD

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FOR FILING

20-3418

[illegible]

Al Clements Lumber Co.
MANUFACTURERS AND WHOLESALERS
DOUGLAS FIR LUMBER
P. O. BOX 908 — PHONE 5-3317
TELETYPE EG 048
EUGENE, OREGON

April 4, 1951

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bemis and Co.
Highway Contract #3292

Dear Sir:

In reply to your letter of April 2 on the above subject we have the following to report.

The only payment received on this account ~~was received on this account~~ was received March 19th in the amount of $200.00 which leaves a balance of $751.73.

We will keep you advised of any further payments made on this account.

NOTED
H. B. GLAISYER

Yours very truly,

AL CLEMENTS LUMBER CO.

Ralph L. Hallin

RH/r

[illegible]

4-5-51

[illegible]VED
APR [illegible] 1951
FOR FILING

20-2417

[illegible]

April 2, 1951

Al Clements Lumber Co.
P. O. Box 908
Eugene, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for material furnished them in connection with highway contract No. 3292, for building construction at Veneta, in the amount of $951.73.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD
[illegible]

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APR 3 1951
FOR FILING

20-3418

3222

April 3, 1951

Mr. F. E. Baker
100 Howard Avenue
Eugene, Oregon

Dear Sir:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for plumbing in the maintenance building at Veneta for an unstated amount.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD
4-[illegible]

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APR 3 - 1951
FOR FILING

20-3418

3292

April 2, 1951

Smithwick Concrete Products
1750 N. E. Lombard Place
Portland 11, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for furnishing Haydite blocks for building construction in connection with highway contract No. 3292, said claim being in the amount of $2,055.46.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD
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[illegible]

[illegible]

April 2, 1951

Mr. C. E. Luckey
Attorney at Law
Suite 309 I.O.O.F. Bldg.
Eugene, Oregon

Dear Mr. Luckey:

The records of the State Highway Commission reveal that sometime ago Twin Oaks Builders' Supply Company attached monies owing to Bemis and Company for work performed under several highway contracts, particularly construction of buildings at Veneta, Eugene, Jewell, Fossil and Prineville, the total of their claim being $1,971.88.

I have been informed that the claim has been satisfied and the attachment released. Will you please write me and verify the information if it is correct.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:gl

[illegible] ON CARD

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APR 3 - 1951
FOR FILING

60-3918

2282

April 2, 1951

Overhead Door Company
3508 S.W. Moody, Foot of Curry
Portland 1, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed several claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta, Jewell and Fossil, said claims being in the amount of $900, $682 and $750 respectively. The records further show that the last two of these amounts have been paid but there still is outstanding your claim in the amount of $900 against the Veneta job.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD

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MAR 6 - 1951
FOR FILING

3418

339[illegible]

Salem, Oregon
March 6, 1951

M. H. Hawke
Auditor

I attach a copy of my letter to you, dated January 4,1951, in which I requested that you hold up all payments on Bemis and Company's contracts until further advised due to attachment which has been served in this office by the Twin Oaks Builders' Supply Co.

The purpose of this note is simply to clarify any misunderstanding which you may have as to what was intended. The instructions are to apply to payments in connection with all the Bemis and Company Contracts, Nos. 3292, 3299, 3311, 3315 and 3394.

Please continue to withhold payments until further advised by this office. Thank you.

Secretary

HBG:gl

Encls.

NOTED ON C

C
O
P
Y

Salem, Oregon
January 4, 1951

M. H. Hawks
Auditor

This is to confirm our telephone conversation of December 4 in which you were requested to hold up all payments to Bemis & Company due to a writ of attachment served in this office by the Twin Oaks Builders Supply Company.

Please hold up all payments on Bemis & Company contracts until further advised.

Secretary

FAQ/fm

4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 2, 1951

C O P Y

Mr. Denver Young
Marion County Sheriff
Salem, Oregon

Re: John J. Rogers, et al
v.
Pat Bemis

Dear Mr. Young:

This letter is written in reponse to the writ of attachment and notice of attachment in the above-entitled case served upon Mr. H. B. Glaisyer, Secretary for the Oregon State Highway Commission on December 4, 1950.

You are advised that Pat Bemis, doing business as Bemis and Company, presently is engaged in construction work for the State Highway Commission under five contracts, bearing numbers as follows: 3292, 3299, 3311, 3315, and 3394. None of these contracts have been completed and no estimates are presently payable upon any of the five contracts, and the Commission's Auditor is now holding in the form of holdbacks the sum of $2,527.79, which sum, together with additional holdbacks, will be payable to the contractor upon completion of the several jobs.

Highway funds are declared by law to be trust funds, and monies due a contractor upon contract with the Commission cannot be assigned or otherwise employed if such would jeopardize claims of laborers and materialmen who have furnished labor or materials in the accomplishment of the contract with the State. If the claim involved in this suit, and for which the attachment is made, is for labor or materials furnished in connection with the above contracts, then at least a part of the funds in the custody of the Commission are subject to such attachment to the extent of the amount of the claim with respect to the particular contract, but if the claim is unrelated to the job, then the only money earned by the contract which would be subject to the attachment would be that money in excess of the claims of materialmen and laborers in connection with the particular contracts.

We have advised our Auditor to withhold from final settlement sufficient money to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

Yours very truly,

J.M.DEVERS
By
C.W. Enfield, Assistant Counsel

NOTED ON CARD
1-27-51
gl

cc - H. B. Glaisyer
M. H. Hawke

CWE:avh

RECEIVED
MAR
FOR FILING

20-3418

3292

Mrs Lewis

March 1, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Smithwick Concrete Products, 1750 Northeast Lombard Place, Portland 11, against Bemis and Company. This claim, in the sum of $2,055.46, is for building blocks furnished to Bemis and Company under State Highway Contract No. 3292 in the construction of a maintenance building at Veneta.

The above information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with State Highway Commission Contract No. 3292.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Bemis Commission Company
Portland Union Stockyards
North Portland, Oregon

SMITHWICK CONCRETE PRODUCTS

PORTLAND * EXCLUSIVE MANUFACTURERS OF HAYDITE * EUGENE
1750 N. E. Lombard Place . Portland 11, Oregon
Tel. Webster 7723

February 21, 1951

Secretary of State
State of Oregon
Salem, Oregon

Notice hereby is given that the undersigned Smithwick Concrete Products has a claim for Haydite building blocks in the sum of $2,055.46, including interest, against the bond taken from Bemis and Company and Peerless Casualty Company for the work of Highway Maintenance building at Veneta, Oregon, which is State Highway Contract No. 3292 for construction of a maintenance building at Veneta in Lane County, Oregon.

SMITHWICK CONCRETE PRODUCTS

By S. CARL SMITHWICK
S. Carl Smithwick
President

ENDORSED
File No. 3271
Filed, Feb. 23, 1951
EARL T. NEWBRY, Secretary of State

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FOR FILING

20-3411

3272

Mrs Lewis

March 1, 1951

Mr. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of February 23 to which was attached three copies of a claim filed with your office by Smithwick Concrete Products against Bemis and Company.

This claim, in the sum of $2,055.46, is for building blocks furnished in the construction of the Highway maintenance building at Veneta, State Highway Contract No. 3292. The claim bears your file No. 3272.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

[illegible]

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 23, 1951

3292

[illegible] TO
[illegible]
BY SECRETARY

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Smithwick Concrete Products, and filed as of this date their notice of claim for Haydite building blocks in the sum of $2,055.46, against the bond taken from Bemis and Company and peerless Casualty Company for the work of Highway Maintenance building at Veneta, Oregon, which is State Highway Contrat No. 3292 for construction of a maintenance building at Veneta in Lane County, Oregon, our file No. 3272.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FOR FILING

Mrs Lewis

March 1, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

Attached are two claims filed with the Secretary of State by the Eugene Sand and Gravel Company against Bemis and Company. One of these claims, in the sum of $864.45, is for materials furnished to Bemis under State Highway Contract No. 3292 for construction of a maintenance building at Veneta. The other claim, in the sum of $482.20, is for materials furnished to Bemis on State Highway Contract No. 3315 for construction of a maintenance building at Eugene. These two claims were previously filed in this office on February 14 in a lump sum amount of $1,346.65 and concerning which we wrote you on February 16.

This information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with contracts 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md
Attach.

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Mr. W. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Bemis Commission Co.

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FOR FILING

30-3418

[illegible]

Williams

EARL T. NEWBRY

SECRETARY OF STATE

Salem, Oregon

February 27, 1951

W. C. WILL

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received and filed as of this date, a Notice of claim by EUGENE SAND & GRAVEL CO., of Eugene, Oregon, for Sand, Gravel, Ready-mixed concrete & delivery of materials, in the sum of $864.45, against the bond taken from Bemis Construction Co., Principal and Peerless Casualty Co., Surety, for the work of constructing maintenance building at Veneta, Oregon. State Highway Contract No. 3292.
Our File No. 3272.

We have also received and filed as of this date, a Notice of Claim by EUGENE SAND & GRAVEL CO., of Eugene, Oregon, for Sand Gravel Cement Ready-mixed concrete & delivery of materials, in the sum of $482.20, against the bond taken from Bemis Construction Co., Principal, and Peerless Casualty Co., Surety, for the work of constructing maintenance building at Eugene, Oregon. State Highway Contract No. 3315.
Our File No. 3273.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

/s/ Earl T. Newbry
Secretary of State.

N:Fb
Enc

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FOR FILING

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[illegible]

Mrs Lewis

February 16, 1951

Eugene Sand & Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

Your letter of February 14 in which you advise that Bemis and Company owes you $1,346.65 for sand, gravel, and concrete furnished for the construction of state buildings in Eugene and Veneta has been received. Bemis and Company were awarded both of these contracts by the State Highway Commission. One is for the construction of a maintenance building at Veneta (State Highway Contract No. 3292), and the other is for construction of a maintenance building at Eugene (State Highway Contract No. 3315). The Peerless Casualty Company furnished the performance bonds for both contracts. Their agent in Contract No. 3292 is M. B. Waterbury, Board of Trade Building, Portland 4; and in Contract No. 3315 the agent is Durham and Bates, 901 S. W. Washington, Portland 5. Neither of these contracts has been completed.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received. In order to clarify the claim as it pertains to each of the contracts, we would appreciate receiving a statement advising us how much of the claim is applicable to each one of the contracts.

The performance bond furnished by Peerless Casualty Company not only assures completion of the job but payment of all labor and materials bills incurred in connection with the contracts. If you wish to protect your claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that you file your claims with the Secretary of State. For your convenience in preparing such a filing there is enclosed excerpts from the Oregon Law outlining the necessary procedure.

Very truly yours

NOTED ON CARD

X 1067

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

Feb. 14th 1951

H.B.Glaisyer,
Oregon State Highway Department
Salem, Ore.

Dear Mr. Glaisyer:-

In construction of shop building for the State Highway Department in Eugene and Veneta Bemis & Co., of 2376-S.E.45th St. Portland Oregon, was furnished sand gravel and concrete in the amount of $1346.65 by us during the months of August, September and October 1950, which was delivered to these jobs.

We have requested payment for these materials on several occasions but have not received payment.

Any assistance you can give us in securing payment for these balances will be appreciated, or furnish us with the name of the Bonding Company from whom he secured his Bond.

Thanking you, We remain,

Yours truly,

Eugene Sand & Gravel Co.,

By Backberg

REFERRED TO [illegible]
BY SECRETARY

[illegible]

[illegible]MISSION

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

RECEIVED
FOR FILING

[illegible]-3418

[illegible]

February 16, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland, 4, Oregon

Gentlemen:

We have received a letter dated February 14 from Eugene Sand and Gravel Company, Post Office Box 1267, Eugene, advising that Bemis and Company owes them the sum of $1,346.65 for sand, gravel, and concrete furnished during the months of August, September and October, 1950, in connection with the contractor's construction of maintenance buildings in Eugene and Veneta. This claim, apparently, pertains to State Highway Contract No. 3292 for construction of a maintenance building at Veneta and to State Highway Contract No. 3315 for construction of a maintenance building in Eugene. The claimant does not state how much of their claim is applicable to each job; however, we have asked them to provide this information.

The above information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with State Highway Contracts No. 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 49th Street
Portland, Oregon

RECEIVED
FOR FILING

Mrs Lewis

February 14, 1951

Mr. F. E. Baker
100 Howard Avenue
Eugene, Oregon

Dear Sir:

We have your letter of February 12, advising that Bemis and Company owe you an unstated amount for installing plumbing in the maintenance building at Veneta in Lane County, State Highway Contract No. 3292.

The Peerless Casualty Company, whose agent in this instance, is M. B. Waterbury, Board of Trade Building, Portland 4, furnished the performance bond for this contract. This bond is provided to not only assure completion of the contract but payment of all labor and materials bills incurred in connection with the contract.

The contract, to date, has not been completed or accepted by the Commission. If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract, it is suggested that you file it with the Secretary of State. To aid you in preparing such a filing, we are enclosing excerpts from the Oregon law outlining the necessary procedure. Your claim will be noted in our records and we will advise the surety and contractor that it has been received.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

Enclosure

NOTED ON CARD

RECEIVED
FEB 14 1951
OREGON
STATE HIGHWAY COMMISSION

Eugene, Oregon
Feb. 12, 1951

Mr. H. B. Glaisyer
Sec. Oregon State Hiway Com.

Dear Sir;

I am the plumber who installed the plumbing in the new State Maintenance garage at Veneta Ore. Construction #3292 General contractor was Bernis & Co. of Portland.

I have not been paid for the work as yet and all my letters and phone calls to them go unheeded.

I understand the job has not been accepted as yet and that it was a job the contractor had to be bonded.

I would appreciate it if you would let me know what action I should take to collect the money due to me.

Thanking you I remain.
Sincerely yours
F. E. Baker
100 Howard Ave. Eugene

RECEIVED
15 1951
FOR FILING

20-3419

3292

Mrs Lewis

February 14, 1951

Peerless Casualty Company
Rathbone, King and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated February 12 from Mr. F. E. Baker, 100 Howard Avenue, Eugene, advising that Bemis and Company owe him an unstated amount for the installation of the plumbing in the maintainance building at Veneta on State Highway Contract No. 3292 awarded to Bemis and Company.

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract No. 3292.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:ehr

cc Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company

RECEIVED
FEB 14 1951
FOR FILING

[illegible]

[illegible]

Mrs Lewis

February 12, 1951

Peerless Casualty Company
Rathbone and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a letter from the Overhead Door Company, 3508 S. W. Moody, Foot of Curry, Portland 1, advising that Bemis and Company owe them the sum of $900 in connection with the contractor's operations on State Highway Contract No. 3292 for the construction of a maintenance building at Veneta in Lane County.

It appears that this is the same claim concerning which you were notified on September 22, 1950. This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with the above mentioned contract.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

cc Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

M. B. Waterbury
Bemis and Company

[illegible]

2-12-51

RECEIVED
FEB 14 1951
FOR FILING

Mrs Lewis

[illegible]

[illegible]

February 12, 1951

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention Mr. M. E. Munley

Gentlemen:

This is to acknowledge your letter of February 9 in which you state that Bemis and Company owes you $900 in connection with the Veneta Building, State Highway Contract No. 3292 and that Mr. R. H. Jones owes you $750 in connection with the Prospect Maintenance Building, State Highway Contract No. 3357.

On September 18, 1950, we received a letter from you advising us of a claim in the amount of $900 against Bemis and Company in connection with their operations on State Highway Contract No. 3292 for construction of a maintenance building at Veneta in Lane County. The surety who furnished the performance bond for the above contract is Peerless Casualty Company and their agent is M. B. Waterbury, Board of Trade Building, Portland 4, Oregon.

In connection with your claim against Mr. R. H. Jones, on State Highway Contract No. 3357, we can advise you that this contract was completed on November 30, 1950 and accepted by the Commission, December 19, 1950. The surety on this contract is Continental Casualty Company whose agent is C. A. Tomassene and Sons, 614 Wilcox Building, Portland 4.

In each of these claims, we will notify the surety and the contractor that your claim has been filed in this office. If you wish to protect your claim for a period longer than six months following completion and acceptance of your jobs, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

NOTED ON CARD

FAQ:ehr - Encl

Secretary

OVERHEAD DOOR COMPANY

3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

February 9, 1951

COPY

Oregon State Highway Commission
Salem, Oregon

Attention : H. B. Glaisyer

Gentlemen:

We still have two outstanding accounts for Overhead Doors on state highway maintenance jobs. One against Bemis and Co. in the sum of $900.00 on the Veneta building, and the other with R. H. Jones in the sum of $750.00 on the Prospect Maintenance buildings, Jackson, Oregon.

Will you kindly check in to this and see what you can do for us on expediteing payment.

Yours very truly,

OVERHEAD DOOR COMPANY OF OREGON, INC.

/s/ M. E. Munley

M. E. MUNLEY

MEM:by

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FOR FILING

[illegible]

[illegible]

Mrs Lewis

February 7, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Husband, Fort and Johnson in behalf of A. V. Lumby, dba Star Valley Electric. This claim is in the amount of $293.18 against Bemis and Company for labor and materials furnished the contractor in construction of a maintenance building at Veneta, State Highway Contract No. 3292.

This information is provided as the Peerless Casualty Company appears as surety on the bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

[illegible]

NOTICE OF CLAIM AGAINST SURETY

STATE OF OREGON,)
) ss.
County of Lane)

TO THE STATE OF OREGON and PEERLESS CASUALTY COMPANY, a Surety on a performance bond of Bemis and Company, contractors:

NOTICE IS HEREBY GIVEN that the undersigned, A. V. Lusby, operating and doing business under the trade name Star Valley Electric, Route 1, Box 483, Veneta, Oregon, has a claim for labor, materials and provisions performed and furnished as more fully appears from statement of account, marked Exhibit A attached hereto and incorporated herein by reference. That Bemis and Company were awarded State Highway Contract No. 3292 by the State of Oregon for the construction of a maintenance building at Veneta, Oregon, and that the undersigned bid on the electrical labor and supplies for said building and was awarded a contract to furnish electrical supplies and labor by Bemis and Company, contractors, for the sum of $284.78. That said contract was entered into on August 12, 1950, and that thereafter at the request of the contractor, the undersigned performed extra work and provided extra material for installing a temporary line to the pump house at the agreed price of $8.40, making a total due the undersigned in the sum of $293.18. That the undersigned has fully performed all the terms of his aforesaid contract and has received no payments whatsoever, although due demand for payment has been made against Bemis and Company, and that, therefore, the undersigned, A. V. Lusby, has and makes a claim in the sum of $293.18 against the bond taken from Bemis and Company, as principal, and Peerless Casualty Company as surety for the aforesaid work.

Dated at Eugene, Oregon, this 31st day of January, 1951.

STAR VALLEY ELECTRIC

BY A. V. LUSBY
A. V. Lusby, Owner

Endorsed:
File No. 3209
FILED FEB. 5, 1951
EARL T. NEWBRY, Secretary of State

STATE OF OREGON,)
) ss.
County of Lane.)

I, A. V. Lusby, being first duly sworn, depose and say that I am the Claimant in the above entitled Notice of Claim Against Surety, and that the foregoing is true, as I verily believe.

A. V. LUSBY

Subscribed and sworn to before me this 31 day of January, 1951.

Ben A. Johnson
(Notarial Seal) Notary Public for the State of Oregon
My commission expires: May 16, 1952.

Endorsed:
File No. 3207
FILED FEB. 5, 1951
EARL T. NEWBRY, Secretary of State

[illegible]

STATEMENT OF ACCOUNT

TO: Bemis and Company
2376 S. E. 45 Street
Portland, Oregon

To install complete wiring in State Highway Department Maintenance Building at Veneta, Lane County, Oregon - - - - - - - - - $284.78

INCLUDES;

1. Complete wiring w/breaker type distribution panel, located in shop portion of building.
2. Convenience outlets to be duplex, best grade.
3. Light switches " T " rated.
4. Light fixtures to be Smoot-Holman equal to Ivanhoe as called for in specifications, except that where lights are switched, non pull chain will be used instead of pull chain.
5. All wiring to be Electric Metallic Tubing, surface work, except that ceiling lights in shop section will be concealed work. All outside work will be water tight.

Extra work not included in contract price:

Installing a temporary line to pump house - - - - - - - - - - - - -	8.40
	$293.18
Paid on account -	None.
Balance Due -	$293.18

Together with interest thereon at the rate of 6% from November 9, 1950.

Endorsed:
File No. 3269
FILED FEB. 5, 1951
EARL T. NEWBRY, Secretary of State

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20-3418

[illegible]

Mrs Lewis

February 7, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of February 5 to which was attached three copies of a claim filed with your office by Husband, Fort and Johnson in behalf of A. V. Lusby in the amount of $293.18.

This claim is against Bemis and Company for labor and materials furnished the contractor for his operations on State Highway Contract 3292 and bears your file No. 3269.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Feb. 5, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Husband, Fort & Johnson, attorneys, Eugene, and filed as of this date a notice of claim by A. V. Lusby doing business as Star Valley Electric, for labor, materials and provisions performed in the sum of $293.18, against the bond taken from Bemis and Company, principal and Peerless Casualty Company surety for construction of a maintenance building at Veneta, Oregon, State Highway Contract No. 3292, our file No. 3269.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

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3292

Mr Lewis

January 25, 1951

Husband, Fort & Johnson
Attorneys at Law
Washburne Building
72 West Broadway
Eugene, Oregon

Attention: Mr. Ben A. Johnson

Gentlemen:

This is to acknowledge your letter of January 18 concerning a claim by your client, A. V. Lusby, against Bemis and Company in the sum of $293.18 for labor and material furnished in connection with construction of a maintenance building at Veneta.

Bemis and Company were awarded State Highway Contract No. 3292 for construction of a maintenance building at Veneta. Peerless Casualty Company provided the performance bond with this contract and their agent is M. B. Waterbury, Board of Trade Building, Portland 4. The contract to date has not been completed.

In the event that you may wish to protect your client's claim for a period longer than six months following completion and acceptance of the contract, it is suggested that his claim be filed with the Secretary of State. You are undoubtedly familiar with the legal procedure involved, but for your convenience we have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

Mrs Lewis

January 25, 1951

Peerless Casualty Company
Rathbone, King and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Husband, Fort and Johnson, Attorneys, 72 West Broadway, Eugene, advising that their client, A. V. Lusby, has a claim against Bemis and Company in the sum of $293.18. This claim is for materials furnished the contractor in connection with construction of the maintenance building at Veneta in Lane County, State Highway Contract No. 3292.

This information is furnished as the Peerless Casualty Company appears as surety on the performance bond provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

[illegible]

1-25-51

HUSBAND, FORT & JOHNSON
ATTORNEYS AT LAW
WASHBURNE BUILDING
72 WEST BROADWAY
EUGENE, OREGON

DONALD R. HUSBAND
WILLIAM S. FORT
BEN A. JOHNSON

TELEPHONE 4-4226

January 18, 1951

State Highway Commission
2141 East 15 Avenue
Eugene, Oregon

Attention: Mr. Glasyer ✓

Re: A. V. Lusby vs. Pat Bemis and George Bemis, The Bemis and Company, contract No. 3992, dated March 20, 1950.

Gentlemen:

We are informed by our client, A. V. Lusby, that he performed labor and furnished materials to Bemis and Company, upon which labor and material there is a balance due him in the sum of $293.18. We are informed that Bemis and Company entered into a contract with the State Highway Commission to construct a building at Veneta. Since our client furnished the labor and material on this contract, and since he has not been paid, he desires to file a claim against the bonding company who has guaranteed performance under this contract.

We shall greatly appreciate having you inform us the name of the bonding company and the address of its statutory agent, together with the name of the statutory agent, and if there are any standard forms of filing claims such as this. We shall greatly appreciate your assistance.

Very respectfully yours,

HUSBAND, FORT & JOHNSON

Ben A. Johnson

Ben A. Johnson

jem

RECEIVED
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FOR FILING

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3242

Mrs. Lewis

January 25, 1951

Peerless Casualty Company
Rathbone, King and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

On January 19 we wrote you that L. R. Kibbe, 425 Fir Acres, Eugene had filed a claim in this office against Benis and Company in the amount of $466 for painting the maintenance building at Veneta, Oregon, State Highway Contract No. 3315.

We wrote to Mr. Kibbe requesting clarification of this claim, and on January 23 we received a letter in which he stated that his claim for $466 is against Benis and Company on State Highway Contract No. 3292 for painting of the maintenance building at Veneta. This information is provided as the Peerless Casualty Company appears as surety in connection with Contract No. 3292.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

WAC:ehr

cc Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
Benis and Company
W. B. Waterbury

[illegible]

[illegible]

Mrs Lewis

January 25, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Sir:

We have your letter of January 22, advising that the claim reported to us in your letter of January 16 should be against Contract No. 3292 for painting of the maintenance building in Veneta, Oregon, the principal contractor being Bemis and Company. Our records will be changed accordingly, as previously this claim has been noted as being against Contract No. 3315.

Thank you for clarifying this matter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

NOTED ON CARD

[illegible]

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . Telephone 6446J1 I - 22 - 50 . . EUGENE, OREGON

H.B. GLAISYER
SEC. STATE HIGHWAY COMM.
SALEM ORE.

DEAR SIR:

CORRECTION

IN MY LETTER OF THE JAN 16th. I SHOULD HAVE ENTERED CLAIM TO JOB CONTRACT # 3292. MAINTTENANCE BUILDING AT VENETA ORE. BUILT BY BEMIS & CO. MY CLAIM AGAINST THIS BUILDIND FOR PAINTING IS $466.00.

YOURS TRULY

L R Kibbe

L.R. KIBBE

REFERRED TO [illegible] BY SECRETARY

second letter [illegible] on card

RECEIVED
JAN 23 1951
OREGON
STATE HIGHWAY COMMISSION

NOTED ON CARD
1-23-51

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FOR FILING

[illegible]

[illegible]

January 19, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

should be 3292 - Veneta

Dear Mr. Kibbe:

We have your letter of January 16 advising that you have a claim against Bemis and Company in the amount of $466.00 for painting of a garage and maintenance building at Veneta, Oregon, State Highway Contract No. 3315. On December 23 we received a letter advising that you had a claim for painting the buildings under this contract in the sum of $348.00. Will you please advise if your claim in the amount of $466.00 is a larger, revised claim or if it is in addition to the one previously filed.

State Highway Contract No. 3315 for construction of a maintenance building at Veneta is not yet completed. If you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the necessary procedure.

We will notify the surety and the contractor that this latest claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . Telephone 6446J1 . 1 - 16 - 51 . . EUGENE, OREGON

H.B. GLAISYER

SEC. STATE HIGHWAY COMM.

SALEM ORE.

should be 3292 in error

DEAR SIR:

I WISH TO FILE A CLAIM AGAINST BEMIS & CO. OF PORTLAND ORE. FOR THE PAINTING OF THE GARAGE AND MAINTENANCE BUILDING AT VENETA ORE. JOB CONTRACT # 3315. — 3292 THE AMOUNT OF MY CLAIM IS $466.00.

LRKibbe.

Mr Glaisyer requested this letter be filed in 3292 as of Apr. 9-51 St.

This is in error
See letter 1-22-50
& ans. 1-25-50

REFERRED TO
J
BY SECRETARY

[illegible]

[illegible]

RECEIVED
FOR FILING

21-3418
3292

C. E. Luckey
Lawyer
Suite 309 I.O.O.F. Bldg.
87 East Broadway
Eugene, Oregon
Tel. 4-1437

January 16, 1951

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

C O P Y

Re: John J. Rogers, et al., Pat Bemis

Dear Mr. Glaisyer:

The letter of Mr. C. W. Enfield, Assistant Counsel, to Mr. Denver Young, Marion County Sheriff, relating to the above entitled cause has been referred to me as attorney for John J. Rogers, et al., Plaintiff.

I have checked with the Plaintiff and find that his complaint is for an account stated for materials furnished in connection with storage maintenance shop job at Eugene, Oregon your contract No. 3315. + 3292

Therefore we respectfully request that the writ of attachment and notice of attachment in the above entitled case served upon Mr. H. B. Glaisyer, Secretary of the Oregon State Highway Commission, on December 4, 1950, be considered in light of the Plaintiffs furnishing the materials under Contract 3315, Storage Maintenance Shops at Eugene, Oregon.

Any monies due the contractor over and above the amounts necessarily held in trust under other contracts in the event that the amount available under 3315 be not sufficient we request be made subject to the attachment of the Plaintiff, and we would be appreciative of your advising us as to the approximate date a portion of these funds may be released to the Court under the attahcment.

The Defendant has filed no answer and the time has long since expired and we have this date taken a default judgment against the Defendant.

Restpectfully yours,

C. E. Luckey (signed)
Attorney at Law.

C O P Y

CEL:meg
CC:C. W. Engield
M. H. Hawke

Original Letter filed in Contract No. 3315
20-3417

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2-2917

327a

File

January 4, 1951

M. H. Hawkes
Auditor

This is to confirm our telephone conversation of December 4 in which you were requested to hold up all payments to Bemis & Company due to a writ of attachment served in this office by the Twin Oaks Builders Supply Company.

Please hold up all payments on Bemis & Company contracts until further advised.

Secretary

FAQ/fm

[illegible] ON CARD

File

[illegible]

1-3-51

Hawke phoned - On Dec 28 Acc. Div. erroneously released an estimate payment in the amount of $522.78 to Bemis & Co. on Contract 3292. (a holdorder had been placed on 3292 - [illegible] - 3299 - 3311 - 3315 - 3394 as a result of the attachment filed by Twin Oaks Builders for $1971.88)

Called Enfield & he conferred with Devers - say payment can be allowed (522.78) if money still held exceeds the attachment (1971.88) which it does.

2527.79 Previous total withheld 1-2-51
522.78
2005.01 Total now withheld

NOTED
H. B. GLAISYER

NOTED ON CARD
[illegible]

25X 25M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 2, 1951

Mr. Denver Young
Marion County Sheriff
Salem, Oregon

Re: John J. Rogers, et al.
v.
Pat Bemis

NOTED
H. B. GLAISYER

Dear Mr. Young:

This letter is written in response to the writ of attachment and notice of attachment in the above-entitled case served upon Mr. H. B. Glaisyer, Secretary for the Oregon State Highway Commission on December 4, 1950.

You are advised that Pat Bemis, doing business as Bemis and Company, presently is engaged in construction work for the State Highway Commission under five contracts, bearing numbers as follows: 3292, 3299, 331 3311, 3315, and 3394. None of these contracts have been completed and no estimates are presently payable upon any of the five contracts, and the Commission's Auditor is now holding in the form of holdbacks the sum of $2,527.79, which sum, together with additional holdbacks, will be payable to the contractor upon completion of the several jobs.

Highway funds are declared by law to be trust funds, and monies due a contractor upon a contract with the Commission cannot be assigned or otherwise employed if such would jeopardize claims of laborers and materialmen who have furnished labor or materials in the accomplishment of the contract with the State. If the claim involved in this suit, and for which the attachment is made, is for labor or materials furnished in connection with the above contracts, then at least a part of the funds in the custody of the Commission are subject to such attachment to the extent of the amount of the claim with respect to the particular contract, but if the claim is unrelated to the job, then the only money earned by the contract which would be subject to the attachment would be that money in excess of the claims of materialmen and laborers in connection with the particular contracts.

We have advised our Auditor to withhold from final settlement sufficient money to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

Yours very truly,

J. M. DEVERS
By

C. W. ENFIELD, Assistant Counsel

cc - H. B. Glaisyer
M. H. Hawke

CWE:avh

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FOR FILING

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3292

3292 Mrs Lewis

January 3, 1951

Smithwick Concrete Products
1750 N. E. Lombard Place
Portland 11, Oregon

Attention: S. Carl Smithwick, President

Gentlemen:

We have your letter of January 2nd advising that Bemis and Company owe you $2,070 for Haydite blocks furnished for the Highway maintenance building at Veneta. This job is State Highway Contract No. 3292 for construction of a maintenance building at Veneta in Lane County. Peerless Casualty Company furnished the performance bond which not only assures completion of the job, but payment for labor and material bills incurred on the above contract. Their agent is M. B. Waterbury, Board of Trade Building, Portland 4. This contract to date has not been completed or accepted by the Commission. Your claim as received will be noted in our records and we will advise the surety and the contractor that it has been received.

In the event that you might wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon Laws outlining the procedure required for such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

NOTED
H. B. GLAISYER

FAQ:md
Attach.

Mrs Lewis

January 3, 1951

Rathbone, King & Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated January 2nd from Smithwick Concrete Products, 1750 N. E. Lombard Place, Portland 11, advising that Bemis and Company owe them $2,070 for Haydite blocks furnished in the construction of a maintenance building at Veneta in Lane County, State Highway Contract 3292.

This information is provided as the Peerless Casualty Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

ENT AS MT. HOOD
SMITHWICK
CONCRETE PRODUCTS

Smithwick Concrete Products
PORTLAND ☆ EXCLUSIVE MANUFACTURERS OF *Haydite* ☆ EUGENE
1750 N. E. LOMBARD PLACE • PORTLAND 11, OREGON • TEL. WEbster 7723

January 2, 1951

3292

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This is to advise that Bemis and Company are delinquent in their account with us for the furnishing of Haydite blocks for the Highway Maintenance Building at Venita, Oregon. The amount of their indebtedness is approximately $2,070.00.

We would appreciate it if you would withhold any monies due or to become due. We would also greatly appreciate it if you would advise us if this will serve as official notice so that if there is not a sufficient amount remaining from this project to reimburse us this notice will be transmitted to the bonding company.

Yours very sincerely,

S. Carl Smithwick

S. CARL SMITHWICK
President

SCS:ml

NO OTHER BUILDING MATERIAL OFFERS SO MUCH FOR SO LITTLE

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OR FILING

(N.H. [illegible] - 12-17-[illegible])
[illegible]

Salem, Oregon
January 2, 1951

Mr. Malcolm Hawke
Auditor
Accounting Department

Dear Sir:

On August 28, 1950, Revolving Fund Check No. A 9627 in favor of Bennie Knypstra and wife was returned to the Accounting Department for safe keeping after refusal of acceptance by the payee. The transaction has since been increased to $500 and has received approval of the Commission in that amount. You may therefor cancel Check No. A 9627, and the claim will be subsequently put through in the increased amount.

J. M. DEVERS

By

E. J. Benner

EJB:amc

The above voucher has been cancelled as of Jan. 1951.

D B Taylor
for Malcolm Hawke
Auditor

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3292

Mrs Lewis

December 12, 1950

Al Clements Lumber Co.
P. O. Box 908
Eugene, Oregon

Attention: Mr. Ralph L. Hallin

Gentlemen:

This is to acknowledge your letter of December 11 advising that Bemis and Company owe you $951.73 for materials furnished to them in connection with construction of the maintenance building at Veneta. Your claim will be noted in our records and we will advise the bonding company and the contractor that it has been received.

The Peerless Casualty Company furnished the bond for construction of a maintenance building by Bemis and Company at Veneta in connection with State Highway Contract 3292. Their agent for this bond is M. B. Waterbury, Board of Trade Building, Portland 4.

If you feel it necessary to protect your claim for a period longer than six months following completion and acceptance of this contract, it is suggested that you file your claim with the Secretary of State. An excerpt from the Oregon Laws is attached outlining the necessary procedure. As of the present date the contract has not been completed or accepted.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi
Attach.

Mrs Lewis

December 12, 1950

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a letter from Al Clements Lumber Company, P. O. Box 908, Eugene, Oregon, advising that Bemis and Company owe them the sum of $951.73. This amount is for materials furnished in connection with construction of the maintenance building at Veneta in Lane County, State Highway Contract 3292. Materials were furnished on September 29 and October 17, 1950. Copies of the claim are attached.

This information is furnished as the Peerless Casualty Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ad
cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Mr. [illegible]. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

12-12-50

Al Clements Lumber Co.

[redacted]

DOUGLAS FIR LUMBER

P. O. BOX 908 — PHONE 5-3317
TELETYPE EG 49
EUGENE, OREGON

December 11, 1950

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bemis Company
Veneta Maintenance Bldg.
Contract #3292

Because we have not been paid, we hereby list below in statement form invoices covering materials supplied to Bemis Company on the above contract:

Sept. 29	Inv.	#2689	400.31
" 29	"	2691	249.06
Oct. 17	"	2762	302.36
			951.73

It is our desire that this claim be attached to the Bemis Company bond.

Please send us the name of the bonding company so we may have it on record if further action is necessary.

Yours very truly,

AL CLEMENTS LUMBER CO.

Ralph L. Hallin

RH/r

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OREGON
STATE HIGHWAY COMMISSION

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[illegible]

3292

3311

December 11, 1950

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

This is to acknowledge your letter of December 9 advising that Bemis and Company owe the Mercer Steel Company, Inc., $341.32 for reinforcing steel and steel sash furnished for the construction of the Vensta Maintenance Building, State Highway Contract No. 329[illegible]; also, $256.00 for steel sash furnished in connection with construction of a maintenance building at Fossil, State Highway Contract No. 3311. These claims will be noted in our records and we will advise the surety and the contractor of their receipt.

If you feel it necessary to protect your claims for a period longer than six months following completion and acceptance of the two jobs, it is suggested that they be filed with the Secretary of State. An excerpt from the Oregon Laws outlining the necessary procedure is attached.

To date neither of these contracts has been completed or accepted.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

RECEIVED
[illegible] 1950
FOR FILING

3-9

Mrs Lewis

December 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter from the Mercer Steel Company, Inc., 2555 N. W. Nicolai Street, Portland 10, advising that Bemis and Company owe them two bills. One, in the sum of $341.32, is for reinforcing steel and steel sash provided for the contractor's work on the construction of a maintenance building at Veneta in Lane County, State Highway Contract No. 3292. The other, in the sum of $246.00, is for steel sash furnished for work on the maintenance building at Fossil in Wheeler County, State Highway Contract No. 3311.

This information is provided as the Peerless Casualty Company appears as surety on the bonds furnished in connection with the above contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:gmd

cc - Mr. H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

RECEIVED
FOR FILING

20-3418

3292

Baldock
Secretary

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

December 9, 1950

NOTED
State Highway Engineer

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Notice hereby is given that the undersigned, Mercer Steel Company, Incorporated, has a claim for concrete reinforcing steel and steel sash in the sum of $341.32 against the bond taken from the Peerless Casualty Company agent, M. B. Waterbury, Board of Trade Building, Portland 4, Oregon, for the work of the Bemis Company, Portland, Oregon. This claim is on your contract number 3292 for construction of a Highway Maintenance Building at Veneta.

This company also has a claim against the bond taken from the Peerless Casualty Company agent, Durham & Bates, 901 S. W. Washington, Portland 5, Oregon, for the work of the Bemis Company on State Highway contract number 3311, covering Highway Maintenance Building at Fossil, Oregon. Our claim represents steel sash furnished for this job in the amount of $246.00.

Will you please acknowledge receipt of these two claims.

Very truly yours,

MERCER STEEL COMPANY, INC.

/s/ Neil A. Austin
Neil A. Austin

llg
cc: M. B. Waterbury
cc: Durham & Bates

RECEIVED
NOV 2 - 1950
FOR FILING

21-3418

3292

November 1, 1950

Bomis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 25 days, from September 30 to October 25, 1950, within which to complete your contract No. 3292 for construction of maintenance building at Veneta, in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

L. R. Allen,
Resident Engineer

O. S. Paxson,
Attn.: W. A. Reeves

NOTED ON CARD

RECEIVED
OCT 24 1950
FOR FILING

[illegible] 3411

3292

October 23, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated October 20, 1950, from the Overhead Door Company in which they advise as follows:

"RE: State Highway Contract no. 3291, Parkdale Maintenance Building, Hood River, Oregon.

"We have been paid in full by Domis & Co. on this job together with contract 2399 (3299) for the Jewell job and 3311 for the Fossil job. However, we still have an outstanding account in the sum of $900.00 dated back to August 15th for the Veneta job. * * *

The Veneta job to which the Overhead Door Company refers is State Highway Contract 3292 and concerning which claim you were advised on September 18, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with State Highway Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Domis & Company
2376 S. E. 25th Street
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 24 1950
FOR FILING

Mrs Lewis

20-3418

3292

October 23, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

Attention: Mr. M. E. Munly

Gentlemen:

This is to acknowledge your letter of October 20 in which you advise that your Company has been paid in full by Bemis and Company for your claim against them on Contract 3291, Parkdale Maintenance Building; Contract 3299, for the Jewell Building; and Contract 3311, for the Fossil job.

We will advise the surety and the contractor that your letter has been received and also call to their attention the fact that your claim in the sum of $900.00 in connection with the Veneta Building has not yet been paid.

Contract 3292

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

HOME OFFICE
OVERHEAD DOOR CORPORATION
HARTFORD CITY, INDIANA, U. S. A.

The "OVERHEAD DOOR"
OPENS UP COMPLETELY OUT OF THE WAY
for

SALES OFFICE
SEATTLE
YAKIMA
BOISE
SPOKANE
TACOMA
WENATCHEE

OVERHEAD DOOR COMPANY
3508 S. W. MOODY, FT. OF CURRY - BR. 5559
PORTLAND 1, OREGON

October 20, 1950

State Highway Commission
Salem, Oregon

(Re: State Highway Contract no. 3 291
Parkdale Maintenance Bldg.
Hood River, Oregon

Gentlemen: 3311

We have been paid\in full by Bemis & Co. on this job together with contract 2399 for the Jewell job and 3311 for the Fossil job. However, we still have an outstanding account in the sum of $900.00 dated back to August 15th for the Veneta job.)

Anything you can do to speed up payment on this last named job will be greatly appreciated.

Very truly yours,

OVERHEAD DOOR COMPANY OF OREGON, INC.

M E Munly
M. E. Munly

mo

Query
BY SECRETARY
prepare usual letter + notify contr[illegible]
also
notify Mr. [illegible] that it [illegible] is
on to [illegible] warrants in
connection with contract #3291

RECEIVED
OCT 23 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 27 1950
FOR FILING

[illegible]

[illegible]

October 23, 1950

Request for Extension of Time
No. 12
November 9 and 10 Meeting

State Highway Commission

Gentlemen:

Re: Maintenance Building at Veneta
Contract No. [illegible]
Dennis and Company, Contractors

Dennis and Company, contractors on the construction of the maintenance headquarters at Veneta in Lane County, request an extension of 25 days, from September 30, 1950 to October 25, 1950, for the completion of the work on that project.

The delay has occasioned only minor inconveniences, and no additional engineering cost has been incurred. It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
SEP 26 1950
FOR FILING

21-3411

3292

September 22, 1950

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention: Mr. M. E. Manly

Gentlemen:

This is to acknowledge your letter of September 18 concerning amounts owed you by Bemis and Company. As you perhaps know, each contractor with the State Highway Commission is required to furnish a performance bond with each contract for the full amount of the contract. This bond is furnished to insure satisfactory completion of the job and also the payment of claims incurred in connection with the job. The State does not enter into the matter of determining the validity of claims, although we do record them and notify the surety and the contractor of their receipt.

If you wish to protect this claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that the claim be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Laws outlining the necessary procedure.

Peerless Casualty Company provided the performance bonds for Bemis and Company on Contracts 3291, 3311, 3299 and 3292. The agent on Contract No. 3311 is Durham and Bates, 901 S. W. Washington, Portland 5, and on the other three contracts is M. B. Waterbury, Board of Trade Building, Portland 4.

Contract No. 3291 was completed on September 6 but has not yet been accepted by the Commission. The other contracts are still incomplete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

9-22-50

RECEIVED
SEP 26 1950
FOR FILING

30-3418

3292

September 22, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

In a letter dated September 18, the Overhead Door Company, 3058 S. W. Moody, Foot of Curry, Portland 1, advises that Bemis and Company owe them $750.00 on Contract 3291 for materials furnished for the Parkdale Maintenance Building, $900.00 on Contract 3292 for the Maintenance Building at Veneta, $682.00 for the Maintenance Building at Jewell (Contract 3299) and $750.00 on a maintenance building at Fossil (Contract 3311). They state that they have talked to the contractor regarding payment on these jobs but so far none has been forthcoming.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD
9-22-50 gl

RECEIVED
APR 19 1950
FOR FILING

20-3418

3292

April 19, 1950

Bemis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County, awarded March 20, 1950.

Contract No. 3292, for construction of maintenance building at Veneta in Lane County, awarded March 20, 1950.

Contract No. 3299, covering construction of Jewell Maintenance Building in Clatsop County, awarded March 21, 1950.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 3

4/11·28

RECEIVED
MAR
FOR FILING

20-3418
3272

March 23, 1950

Bemis and Company
2376 S. E. 45th Avenue
Portland, Oregon

Gentlemen:

You have been awarded the contract for the Veneta Maintenance Building on the Territorial Highway in Lane County. The Highway Commission made this award, on March 20, 1950, on the basis of your low bid of $9,384.56, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - G. S. Paxson

P

RECEIVED

FORM R-50X 15M 5-49 31506

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 27, 1949

20-3412
3412
Veneta

SUBJECT: Veneta Maintenance Building

To:

Mr. G. S. Paxson
Bridge Engineer
Oregon State Highway Dept.
O F F I C E

Dear Sir:

Herewith the information you requested so that design of Veneta Maintenance Building can be started:

1. The State will grade the site in advance of building and will surface the site after the building is finished.

2. We believe it is a good idea to drill this well and will attempt to get prices and have this work done, however, we intend to build here whether we get a source of water or not. Other wells in the vicinity have obtained a good supply of water at from 50 to 100 foot depth and we believe it is safe. The drilling of the well should not be included in the contract.

3. We do not care to include gas pump island and canopy in the contract as we have a crew doing this type of work.

4. Please plan for overhead doors such as used at Dallas.

5. Please have our contractor bring electric power into the building and make the hookup. He can have a pole or two set by the power company and make the connections just as well as the State can.

6. No fencing need be included in this contract.

7. The State will not provide backfill and surfacing in the storage bays or backfill under the concrete slab in the shop section. We would have to buy this material and the contractor can have it hauled from Eugene or elsewhere.

8. This property was purchased a year ago and we have the deed.

Very truly yours,

E. A. Collier,
Maintenance Engineer

EAC:mc
cc: W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED
FOR FILING

Veneta

Salem, Oregon
July 22, 1949

Mr. G. S. Paxson

Our 1950 budget will include an item for the construction of a concrete block equipment storage headquarters 32' x 88' on the Territorial Highway at Veneta.

I hand you herewith a hard copy vicinity map showing contours and a recommended location of building and other facilities.

This data is being submitted in advance so that in the event of any slack period during the winter months a design could be prepared.

W. W. Stiffler

WWS:er

cc: E. A. Collier

Encl.

FORM E-90 25M 1-49 19088

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1949

SUBJECT: Maintenance Headquarters
Division III - Veneta

To: Mr. W. W. Stiffler
Assistant State Highway Engineer
OFFICE

Dear Sir:

We bought, in 1947, a tract near Veneta for Maintenance Site. We should build there in 1950, a concrete block building 32' x 88'. Well and gas pump required later, and by State forces.

Herewith map showing contours, layout of building, gas island, etc. We will do grading required in advance.

I suggest Mr. Paxson have plans prepared as time permits.

Very truly yours,

E. A. Collier

E. A. Collier
Maintenance Engineer

EAC:IH
Encl.

RECEIVED
W. W. STIFFLER

23-8307 Rome-Crooked Creek Sec. on I.O.N. 1950
& Rome-Princeton Hwys.

#3293

RECEIVED
MAR 1 1953
FOR FILING

[illegible]

[illegible]

March 12, 1953

Great American Indemnity Company
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a release of claim from W. W. McKinney, signed by Leroy E. Grote, President of Feno, Inc., advising that the Feno claim against Harvey B. Helser has been paid in full.

A claim by Feno, Inc., against Harvey B. Helser pertaining to State Highway Contracts 3296, 3293 and 3307 was filed in this office on September 11 and concerning which we notified you on September 14, 1952. The claim as filed was in the sum of $1,006.76.

This information is provided as the Great American Indemnity Company appears as surety on the performance bonds furnished with the above-mentioned highway contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:imd

cc - Mr. Harvey B. Helser
Route 2
Molalla, Oregon

Commissioners

R. H. Baldock

W. C. Williams

RECEIVED
MAR 1
FOR FILING

23-83-7

3293

March 12, 1951

Mr. W. W. McKinney
207 Pioneer Trust Building
Salem, Oregon

Dear Mr. McKinney:

This is to acknowledge receipt of a release of claim signed by Leroy E. Grote, President of Peco, Inc., which had previously been filed with this office against Barney B. Helser.

The claim was received in this office on September 11, 1950, in the sum of $1,006.78 pertaining to State Highway Contracts Nos. 3246, 3293 and 3307.

See 3256 → for claim

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

RECEIVED
MAR 29 1951
FOR FILING

23-8307

3-7-51

March 7, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon.

Gentlemen:

State Highway contract No. 3256, for rock production on the Dixie Summit-Baker County Line Section of the John Day Highway in Grant County, was completed by the contractor, Barney B. Helser, on October 17, 1950 and was formally accepted by the Highway Commission on February 26, 1951.

Final payment in the amount $795.05 will be released to the contractor on or after March 17, 1951. The total contract amount is $26,501.50 and no force account work was performed on the project.

There is a claim filed against this project by W. W. McKinney, Attorney for Peco, Inc., for equipment rental and repair. The amount of the claim is $1,006.78 and includes contracts No. 3293 and No. 3307.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Noted on card
3-7-51

RECEIVED
MAR 29 1951
FOR FILING

[illegible]

[illegible]

March 7, 1951

Great American Indemnity Co.,
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser on Contract No. 3307, for rock production on the Vale Section of the Central Oregon and Vale-West Secondary Highway in Malheur County, This payment, in the amount of $1,991.54, will be made on or after March 17, 1951, The retained percentage is $529.00.

There is a claim filed against this project by W. W. McKinney, as attorney for Peco, Incorporated, for equipment rental and repairs. The amount of the claim is $1,006.78 and includes contracts no. 3293 and 3307.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary.

gl

Noted on card 3-7-51. gl

RECEIVED
FOR FILING

R. H. Baldock

NOTED
State Highway Engineer

November 2nd, 1950

FINAL COST ANALYSIS

Rome-Crooked Creek Section — Rock Production — I.O.N. & Rome-Princeton Highways
Contract #3293 — Barney B. Helser, Contractor — Prefix 23-8307
John T. Burch, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in Stockpiles	2,762.9	Cu. Yd.	$3.67	$2.64	$10,136.78	$7,294.06
½"-¼" Cr. Mat'l. in Stockpiles	2,762.7	" "	3.67	2.64	10,135.91	7,293.53
¼"-0" Cr. Mat'l. in Stockpiles	1,074.9	" "	3.67	2.64	3,943.71	2,837.74
PA #1, Prepare Stockpiles		All		100.00	78.15	100.00
S.P. Haul Adj., Favor of State	- 4.62	Yd. Mi.		0.10		- 0.46
					$24,294.55	$ 17,524.87

Total Cost	$24,294.55
Gross Revenue	17,524.87
Net Loss	$ 6,769.68

Net Loss Equals 38.6% of Gross Revenue

Rome-Crooked Creek

Detail of Cost

Labor:

Labor and Supervision	$7,699.87	
Payroll Insurance	639.09	
		$8,338.96

Equipment Rentals and Misc. Supplies:

Equipment Rentals (Owned)	$5,095.00	
" " (Hired)	1,346.40	
Hired Trucks (Fully-operated)	3,801.20	
Gas, Oil and Grease	2,093.93	
Powder and Caps	604.79	
Drill Steel and Bits	241.75	
Lumber	214.60	
Small Tools and Misc. Supplies	317.40	
Move In, Freight & Cartage	1,443.00	
P.L. & P.D. Insurance	104.24	
Bond	132.62	
Home Office and General Overhead	560.66	
		15,955.59
		$24,294.55

Rome-Crooked Creek

Breakdown of Cost

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	6,600.5	Cu. Yd.	$5,491.85	$0.832
Drill and Shoot	"	" "	2,158.86	0.327
Haul to Crusher	"	" "	2,542.97	0.385
Crush	"	" "	8,664.08	1.312
Haul to Stockpiles (Av. Haul 5.8 Miles)	"	" "	4,122.31	0.624
Stockpile	"	" "	1,236.33	0.187
			$24,216.40	$3.67

Remarks:

This was a "State Project". The contract, calling for furnishing of 6,900 cu. yds. of crushed materials in stockpiles on the Rome-Crooked Creek Section of the I.O.N. and Rome-Princeton highways, was bid and awarded March 30th, 1950.

On April 25th, 1950, the contractor started moving in and erecting crushing plant at designated quarry, located on the south side of and adjacent to the Rome-Princeton Highway at M.P. 60.01. Crushing operations started May 25th, 1950, and the contract was completed July 15th, 1950. The crusher was operated one 8-hour shift 5 days a week.

The contractor used a ½ cu. yd. shovel and one 5 cu. yd. truck to load and haul to crusher. The plant consisted of 24" x 8' crusher feeder, 18" x 30" jaw crusher, 36" Telesmith, 2' x 4" Traylor, 4' x 12' triple-deck screen, 3' x 10' scalping screen, 45 cu. yd. 3-compartment steel bunker, conveyors and electric motors as required. The plant was power with two 125 h.p. diesel motors and one D-8800 with 75 KW generators.

The quarry was drilled with down holes on 20-foot centers, causing the rock to break in large slabs, requiring one extra man to break these slabs before they would feed into the crusher. Production would have been increased and cost reduced if the down holes had been placed on closer centers and the quarry rock had broken smaller.

Time spent on contract was 448 hours and actual crushing time 244 hours, with an average production of 27 cu. yds. per hour working time.

The contractor had fair bid prices on this contract, but due to a long move in, costly setup, low production, poor supervision and lost time changing plant setup the job shows a loss.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
SEP 18 1950
FOR FILING

Mrs. Lewis

3273

September 14, 1950

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a "Notice of Claim" filed by Leroy E. Grote, president of Peco. Inc., through W. W. McKinney, attorney at law, 207 Pioneer Trust Building, Salem, Oregon, in the amount of $1,006.78. The claim of Peco. Inc., is against Barney B. Helser for the repair of a tractor and bulldozer, trailer, and rental for this equipment in connection with Mr. Helser's work on State Highway Contracts 3256, 3273 and 3307, being respectively, rock production on the Dixie Summit-Baker County Line Section of the John Day Highway in Grant County, rock production on the Rome-Crooked Creek Section of the I.O.N. and Rome-Princeton highways in Malheur County and rock production on the Vale Section of the Central Oregon and Vale-West highways in Malheur County.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished in connection with the three contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Mr. Barney B. Helser
Route 2
Molalla, Oregon

9-14-50

September 14, 1950

Mr. W. W. McKinney
Attorney at Law
207 Pioneer Trust Building
Salem, Oregon

Dear Mr. McKinney:

This is to acknowledge receipt of a "Notice of Claim" received from you in behalf of Peco, Inc., against Barney B. Helser for repairs to a tractor and bulldozer, trailer, and rental on this equipment, the total amount of the claim being $1,006.78. This claim is filed against State Highway Contracts No. 3307, 3293 and 3256. For your information none of these contracts has to date been completed or accepted by the Commission.

In the event that you might wish to protect the claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that a claim be filed with the Secretary of State.

The claim as received will be noted in our records and we will advise the surety and the contractor of its receipt. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, provided the performance bond furnished in connection with all three of the above contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

9-14-50, JP

RECEIVED
15 1950
FOR FILING

23-8307

OREGON STATE HIGHWAY COMMISSION
(date)
September 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3293	4-final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14853	382269	$ 724.16	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 13 1950

OREGON STATE HIGHWAY COMMISSION
(date)
September 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3293	4-final	Barney B. Helser	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14853	382269	$ 724.16	Sep. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: July 31, 1950

Time Extensions: None required

Completion Date: July 15, 1950

Date Accepted: August 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 9-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
AUG 30 1950
FOR FILING

23-8307

3293

August 29, 1950

Great American Indemnity Co.
Wells-Reed Insurance, Agent
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3293, for rock production on the Rome-Crooked Creek Section of the I.O.N. and Rome-Princeton Highways in Malheur County, has been completed by the contractor, Barney B. Helser, and that final payment in the amount of $724,16 will be made on or after September 8, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $17,524.87, and that no force account work was performed on the project. This contract was completed on July 15 and accepted by the Highway Commission on August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

8-21-50

RECEIVED
AUG 14 1950
FOR FILING

23-8307

3293

August 14, 1950

Great American Indemnity Company
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Barney B. Helser, on contract No. 3293, for rock production on the Rome-Crooked Creek Section of the I. O. N. and Rome-Princeton Highways in Malheur County. This payment, in the amount of $7,206.71, will be made on or after August 24, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Form E-1-5M-3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 5, 1950

Section Rome - Crooked Creek

Kind of work Rock Production

Highway I.O.N. & Rome-Princeton

Section prefix 23-8307

Contractor Barney B. Helser

Contract number 3293

Date of contract March 30, 1950

Date of completion July 31, 1950

Date work started April 24, 1950

Estimated date of completion July 15, 1950

Amount of contract $ 18,216.

Per cent of time elapsed 87.3 %

Estimated cost of completed project, exclusive of engineering $ 17,555.

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1050., 5.8 %

Date project was completed July 15, 1950.

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Project completed on July 15.
Semifinal estimate mailed to the
Division Engineer on August 4.
Final report.

RECEIVED
AUG 8 - 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

Signed John T. Burch

Address Burns, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			6900		
Estimated quantities moved or placed to date			6612		
Average daily quantities			130		
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 38842

RECEIVED
APR
FOR FILING

23-9307

3293

April 17, 1950

Mr. Barney B. Helser
Route 2
Molalla, Oregon

Dear Sir:

We enclose herewith, for your record and files, a fully executed copy of contract No. 3293 which was awarded to you on March 20, 1950 by the State Highway Commission, for rock production on the Rome-Crooked Creek Section of the I. O. N. and Rome-Princeton Highways in Malheur County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

4/17/50

RECEIVED
MAR 23 1950
FOR FILING

22-8367

33-93

March 23, 1950

Barney B. Helser
Box 434-C
Molalla, Oregon

Dear Mr. Helser:

The State Highway Commission on March 20, 1950, awarded you the contract for the Rome-Crooked Creek Section on the I.O.N. and Rome-Princeton Highways in Malheur County. This award was based on your low bid of $18,216/00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

30-8308 Pendleton-Hilgard Section of the Old Oregon Trail 1950

#3294

R. H. Baldock

RECEIVED
FEB 8 1951
FOR FILING
Contract #3294
Prefix 30-8308

32[illegible]

January 25th, 1951

FINAL COST ANALYSIS

Contractor - M. C. Lininger & Sons
Resident Engineer - C. D. Cannon

Pendleton-Hilgard Section
Rock Production

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in S.P.	4,467.29	Cu. Yd.	$2.22	$1.85	$8,264.49	$9,917.38
½"-¼" " " " "	4,532.96	" "	2.22	1.85	8,385.98	10,063.17
¼"-#10 Mesh Cr. Rock in S.P.	2,610.1	" "	2.22	1.85	4,828.69	5,794.42
½"-#10 Mesh Cr. Rock in S.P.	10,000.87	" "	2.00	1.85	18,501.61	20,001.74
S.P. Screen Rejects	209.1	" "	0.25	0.25	52.28	52.28
S.P. Haul Adj., Favor of Contractor	6,592.7	Yd. Mi.	0.12	0.12	791.12	791.12
						$46,620.11
½"-#10 Mesh Cr. Rock Hauled & Stockpiled at Pendleton Maintenance Yard on P.O. 12020, Average Haul 10 Miles	520	Cu. Yd.	3.08	2.46	1,280.48	1,600.00
					$42,104.65	$48,220.11

Gross Revenue	$48,220.11
Total Cost	42,104.65
Net Profit	$ 6,115.46

Net Profit Equals 12.6% of Gross Revenue

NOTED
State Highway Engineer

Pendleton-Hilgard Section
Contract #3294

Detail of Cost

Labor:		
Labor & Supervision	$12,482.33	
Labor Insurance	664.32	
		$13,146.65
Equipment Rentals & Misc. Supplies:		
Equipment Rentals (Owned)	$12,838.66	
" " (Hired)	510.00	
Gas, Oil & Grease	3,781.49	
Bond	349.66	
Explosives	2,290.97	
Paid Gibson & Roberts for Drilling and Shooting	3,209.03	
Move In & Set Up	4,014.44	
Home Office & Overhead	1,398.60	
P.L. & P.D. Insurance	349.65	
P.U.C. Insurance	215.50	
		28,958.00
		$42,104.65

Pendleton-Hilgard
Contract #3294

Item	Quantity	Unit	Total Cost	Cost per Cu. Yd.
Move in & Set Up	22,131.22	Cu. Yd.	$4,072.14	$0.18
Drill & Shoot	"	" "	5,621.33	0.25
Load and Haul to Crusher	"	" "	4,957.39	0.22
Crushing	"	" "	13,677.26	0.60
Cost per Cu. Yd. in Bunker				$1.25
Haul to Stockpile	"	" "	10,977.98	0.48
Stockpiling	"	" "	2,744.27	0.12
Rejects	209.1	" "	52.28	0.25

Crusher Operating Time - 464 Hours.

Average Production - 47.7 Cu. Yd. per Hour.

Pendleton-Hilgard
Contract #3294

Remarks:

This was a "State Project" for crushing and stockpiling 20,700 cu. yds. of crushed rock for maintenance. The contract was bid and awarded March 20th, 1950, work started August 1st, 1950, and contract was completed October 6th, 1950. The contractor also crushed and hauled 520 cu. yds. of ½"-0" sanding rock for the State Maintenance Department at Pendleton on Purchase Order No. 12020.

The contractor used two quarry sites, one at M.P. 261.45 and the other at M.P. 241.1. Both quarries are located on the northerly side and adjacent to the Old Oregon Trail Highway.

The contractor hired Gibson & Roberts, rock drilling contractors, to do the drilling and shooting of the quarries for $0.145 per cu. yd. The contractor furnished the explosives. The drilling started August 1st, and the quarry at M.P. 261.45 shot August 7th, 1950. Drilling was started at the quarry at M.P. 241.1 August 9th, and shot August 10th, 1950.

The contractor moved in their crushing plant August 1st, 1950, started crushing rock August 10th, 1950, and completed the setup at M.P. 261.45 September 15th, 1950, moved September 16th, to M.P. 241.1, started crushing rock September 22nd, 1950, and completed the project October 6th, 1950.

The contractor crushed a total of 22,131 cu. yds. of rock from the two setups in 464 hours, for an average of 47.7 cu. yds. per hour. Equipment used consisted of one semi-portable crushing plant with an 18" x 36" jaw crusher, one 3/4 cu. yd. shovel which was only used on one setup at M.P. 241.1, one D-7 cat and dozer used to feed crusher plant at M.P. 261.45, five 5 cu. yd. trucks, one TD-9 used in stockpiling, and one hired truck for a short period to haul crushed rock on long hauls.

The contractor had good bid prices, good equipment and personally supervised the project, and a good profit was realized.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED
JAN 19 1951
FOR FILING

3--9308

ORECON STATE HIGHWAY COMMISSION

Jan. 11, 1951
(date)

3294	4-final	M. C. Lininger & Sons
(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)

21512	6826	$ 1,349.63	1/20/51
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to Oct. 7, 1950

Completion Date: Oct. 7, 1950

Date Accepted: Nov. 9, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-12-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: A. A. Wicklander 1-12-51

RECEIVED
FOR FILING

[illegible]

3294

December 13, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3294, for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties, has been completed by the contractor, M. C. Lininger & Sons, and that final payment in the amount of $1,349.63 will be made on or after December 23, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $46,620.11, and that no force account work was performed on the project. This contract was completed October 7 and accepted by the Highway Commission November 9, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Washington

NOTED ON CARD

[illegible]

RECEIVED
FOR FILING

[illegible]

3294

December 13, 1950

Hansen & Rowland, Inc.
General Agents
Puget Sound Bank Building
Tacoma, Washington

Attention: Mr. A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

Gentlemen:

This is to acknowledge your letter of December 11 concerning the status of State Highway Contract 3294 awarded to M. C. Lininger and Sons for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail in Umatilla and Union counties, your bond No. 56289.

The final estimate for this contract computed as of December 4, shows a total amount earned of $46,620.11.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NSEN, PRES. I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.
GENERAL AGENTS
SURETY BONDS - GENERAL INSURANCE
TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

December 11, 1950

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Re: Bond No. 56289 - M. C. LININGER & SONS -to- State of Oregon Contract for Pendleton-Hilgard Section of the Old Oregon Trail.

Gentlemen:

We would appreciate your advises as to the total ammount earned by the contractor as disclosed by the final estimates on Contract 3294 which in your letter to the Maryland Casualty Company of November 24, 1950 you said you were going to make semi-final payment.

Yours very truly,

HANSEN & ROWLAND, INC.
General Agents

A. Van R. Schermerh

A. Van R. Schermerhorn
Mgr., Surety Bond Dept.

AVRS:bes

Total Final amount $46,620.11
Final payment $1349.63

RECEIVED
1 [illegible] 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 27 1950
FOR FILING

[illegible]

3294

November 24, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to M. C. Lininger & Sons on contract No. 3294, for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties. This payment, in the amount of $5,910.03, will be made on or about December 4, 1950. The retained percentage is $1,400.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
11-24-50, gf

RECEIVED
NOV 27 1950
FOR FILING

November 17, 1950

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of seven days, from September 30 to October 7, 1950, within which to complete your contract No. 3294 for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. P. Chiasey,
Division Engineer

C. D. Cannon,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
NOV 2 - 1950
FOR FILING

30-8308

3294

4-m

October 31, 1950

Request for extension of time
No. 7
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from R. C. Lininger & Sons for an extension of time on Contract No. 3294, Pendleton-Hilgard Rock Production Project, from September 30, 1950 to October 7, 1950.

Since there has been no inconvenience to the Department nor additional engineering costs entailed by the overrun, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 14, 1950

Section Pendleton-Hilgard

Kind of work Rock Production

Highway Old Oregon Trail

Section prefix 30-8308

Contractor M. C. Lininger & Sons

Contract number 3294

Date of contract March 20, 1950

Date of completion September 30, 1950

Date work started August 1, 1950

Estimated date of completion Oct. 6, 1950

Amount of contract $

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 46,232.06

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1,300, %

Date project was completed Oct. 6, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contract completed Friday night October 6, 1950.

All equipment moved from plant site on October 12, 1950.

Semi-final will be substituted next week (unless the hunting interferes).

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

NOTED
E. M. [illegible]

Signed

Address

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			20,700		
Estimated quantities moved or placed to date			20,700		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; ....County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
OCT 16 1950
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. #10

RECEIVED
APR
FOR FILING

[illegible]

3294

File

April 19, 1950

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3294 which was awarded to you on March 20, 1950 by the State Highway Commission, for rock production on the Pendleton-Hilgard Section of the Old Oregon Trail in Umatilla and Union Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

4/19 gl

RECEIVED
MAR 23
FOR FILING

30-8308

3294

March 23, 1950

M. C. Lininger & Sons
P. O. Box 1386,
Medford, Oregon

Gentlemen:

The State Highway Commission on March 20, 1950 awarded you the contract for the Pendleton-Hilgard Section of the Old Oregon Trail Highway in Umatilla and Union Counties. This award was based on your low bid of $43,754.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

FI-321(1) Ladd Canyon-North Powder 1950
Section of the Old Oregon 1951
3295 Trail

RECEIVED
FEB 1953
FOR FILING
FORM E-30 37,800 4-52

[illegible]
3 2 15

C-409-22-1-#5
11/24/52

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 27, 1953

SUBJECT: File No. 16128-Peebler
Ladd Canyon Section
Old Oregon Trail Highway

To:
Mr. H. B. Glaisyer
Secretary
OFFICE

Dear Mr. Glaisyer:

At the November Commission meeting, Mr. Cooper presented to the Commission for approval, a final billing in connection with the Peebler well located on the Ladd Canyon Section of the Old Oregon Trail Highway.

The well contractor, Mr. Charles M. Moore, hit a sufficient flow of water at 322 feet, with a total cost of $5,124.76. The first well, which contractor was Mr. Paul Dahlstrom, was a dry hole, and cost the State $4,625.00.

We have a release from the Peebler's that the well is serving their needs, thereby bringing this transaction to a close.

Very truly yours,

R. L. PORTER
Right of Way Engineer

By Earl F. Saling
Earl F. Saling
Right of Way Office Manager

ILD:je

NOA-22.1-#5

FORM E-90 27,500 4-52 56806

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 2, 1952

SUBJECT: File No. 16128-Peebler
Old Oregon Trail-Ladd Canyon
Union County

To: Mr. H. B. Glaisyer
Secretary
State Highway Commission
OFFICE

As of this date, Mr. C. H. Reynolds approved changing the record for the meeting November 24-25, 1952, in connection with the Peebler well, File No. 16128, as follows:

Cost of the No. 2 well reported to be $4392.00 (this amount approved) to read $5124.76. Cost of the original well remained the same, namely $4625.00.

Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC/fn

cc: C. W. Enfield
E. F. Saling

RECEIVED
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 7, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3295	22-final	M L. & C. R. O'Neil

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
24348	R-56968	$ 21,202.19	Jan. 6, 1953

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Sep.30, 1951

Time Extensions: Extended to May 13, 1952 with penalty

Completion Date: May 13, 1952

Date Accepted: April 8, 1953

Penalties: A Time Extension Penalty - See Remarks

Claims: None outstanding of record

Remarks: Excess engineering costs to be assessed from 11/30/51 to 12/22/51, the nominal finish date.

Excess engineering cost due to failure of contractor to finish job within specified time was deducted from this Final Est-voucher #24348 in the sum of 2,075 09
aaw

Date: 4-10-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 13 1953
a a Wicklander

By Floyd Query
Acting Secretary

ON CARD

RECEIVED

FOR FILING

DANIEL R. ACKERMAN, CHAIRMAN OF THE BOARD
GUSTAV F. MICHELBACHER, PRESIDENT
WILLIAM J. AHEARN, EXECUTIVE VICE-PRESIDENT
JOHN C. EVANS, VICE-PRESIDENT
JOHN G. LOOSE, VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT
ALFRED W. HILLBACK, VICE-PRESIDENT
GEORGE E. KELLY, SECRETARY
ROBERT A. MATTHEW, ASSISTANT MANAGER

W. H. GARDNER
CLAIM SUPERINTENDENT

FI-321(1)

J. M. RIEG
SPECIAL AGENT 3295

December 31st, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Re- State Highway Contract No. 3295

This is in further connection with your letter of September 15th, 1952 addressed to this Company advising us that a claim had been filed in behalf of L. H. Hagen against M. L. and C. R. O'Neil.

Because Mr. Hagen appears to have provided operating capital for his sub-contractor, it appeared obvious to us that the subject matter of Mr. Hagen's alleged claim was not proper for filing a lien against the bond and we so advised Mr. Eugene G. Libby, his attorney. Mr. Hagen is an experienced insurance man and I am sure knew that he had no legal claim against our bond.

In any event, the question has been rendered academic by receipt of a letter from Mr. Libby advising us of the withdrawal of Mr. Hagen's claim. He also informs us that you have been advised of the withdrawal.

Very truly yours,

W H Gardner

W. H. Gardner, Supt.
Oregon Claim Department

WHG/B

B.

RECEIVED
DEC 31 1952
FOR FILING

F1-321(1)

3295

Mrs Lewis R

December 30, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: Mr. M. McVay

Dear Sir:

We have your letter of December 26th to which was attached a copy of a letter written by Eugene C. Libby in which Mr. Libby states that the claim of L. H. Hagen against M. L. and C. R. O'Neil on State Highway Contract No. 3295 has been settled and the claim withdrawn. D. F. McKenzie Company was involved in this claim as a subcontractor to O'Neil.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md 12/28

NOTED ON CARD

12-30-52 gL

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Dec. 26, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear [illegible]:

We are enclosing a copy of a letter received from Eugene [illegible] Libby advising that full settlement has been made relative to the notice of claim of [illegible] Bacon against the bond taken from [illegible] O'Neil, Principal, and [illegible] McKenzie Company as subcontractor, State highway Contract #3295.

In his letter he states our file No. as 3346, while our records show No. 3345.

Very truly yours,

EARL T. NEWBRY
Secretary of State

By M. McVay
Clerk
Records Division

MF:h
Enc.

RECEIVED
DEC 29 1952
OREGON
STATE HIGHWAY COMMISSION

[illegible]
12-26-52, gl

COPY

EUGENE C. LIBBY
LAWYER
[illegible] Building
Portland 4, Oregon

Telephone Broadway 8304

December 23, 1952

Secretary of State
Salem
Oregon

Dear Sir:

Regarding my letters of September 2 and September 11 and your answers of September 3 and September [illegible], relating to a notice of claim of L.H. Hagen against the bond taken from M.L. & C.P. O'Neil as principal, and D.F. [illegible] Company as subcontractor for the [illegible] Canyon-North [illegible] section of the Old Oregon Trail in Union County, Oregon, state highway contract 3005, your file no. 3346.

Please be advised that full settlement of this claim has been made [illegible] O'Neil and the said claim has been withdrawn.

Yours very truly,

EUGENE C. LIBBY

Eugene C. Libby

ECL:dk

12-26-52 gl

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DEC 31 1952
FOR FILING

FI-331(1)

3295

Meshow

December 26, 1952

Mr. Eugene C. Libby
Suite 706 Failing Building
Portland 4, Oregon

Dear Mr. Libby:

We acknowledge with thanks your letter of December 23 to which was attached a release signed by Mr. Hagen for all claims against M. L. and C. R. O'Neil for amounts owed by D. F. McKenzie, subcontractor, on the O'Neil Contract No. 3295.

We will advise the contract and the surety that the release has been received in this office.

Best wishes for the coming new year.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED
H. B. GLAISYER

NOTED ON CARD

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE BROADWAY 2304

December 23, 1952

REFERRED TO
[illegible]
BY SECRETARY

acknowledge
prepare usual letter
note or card.

Oregon State Highway Department
Salem, Oregon

ATTENTION: H.B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Enclosed is copy of release executed by Mr. Hagen in full settlement of all claims due against M.L. & C.R. O'Neil for moneys due from them to D.F. McKenzie Company on your contract no. 3295 known as the Ladd Canyon--North Powder Section of the Old Oregon Trail in Union County, Oregon.

On behalf of Mr. Hagen, we wish to withdraw any claim against M.L. & C.R. O'Neil or their bondsmen, and have so notified the Secretary of State and the surety company.

Also on behalf of Mr. Hagen and myself, may I express our appreciation to you and to Mr. Enfield for your courtesy and cooperation.

Wishing you the compliments of the season, I am

Yours very truly,

Eugene C. Libby

Eugene C. Libby

ECL:dk

Encl

(Copy)

RELEASE

Oregon City, Oregon
December 22, 1952

In consideration of C.R. O'Neil paying to me the sum of $8.252.28, the receipt whereof is hereby acknowledged, I hereby release and forever discharge M.L. O'Neil and C.R. O'Neil, and each of them, their heirs, executors, administrators, and assigns, from any further liability under the assignment dated November 13, 1950, executed by D.J. McKenzie Company, assigning to me all sums due or to become due from M.L. and C.R. O'Neil for work performed on State Highway Commission No. 3295 and known as the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, Oregon, which assignment was accepted by M.L. and C.R. O'Neil on November 13, 1950 and under which they agreed to make payment to me as assignee of all such sums due as they become due; the receipt of said sum of $8,252.28 being accepted as in full payment of all amounts due me from M.L. and C.R. O'Neil under the said assignment.

Subscribed and sworn to before me this 22nd day of December, 1952.

Notary Public for Oregon

My commission expires: Nov. 12-1956

December 17, 1952

Mr. M. L. & C. R. O'Neil, Contractors
Route 2, Box 116
Creswell, Oregon

Gentlemen:

Mr. L. H. Hagen, Oregon City and his attorney, Mr. Eugene C. Libby, Portland, called at this office yesterday regarding Mr. Hagen's claim against your subcontractor, D. F. McKenzie arising out of your contract with the State Highway Commission #3295 for grading and surfacing the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

It appears that Mr. McKenzie is indebted to Mr. Hagen in the amount of $10,180.79. It also appears that some time ago Mr. McKenzie assigned to Mr. Hagen monies earned by him on this job and that you approved the assignment, and until a short time ago remitted to Mr. Hagen the payments of amounts earned by Mr. McKenzie as provided by the assignment, which monies were forwarded to Mr. McKenzie as an aid in financing his work. It now appears that the payments to Mr. Hagen have ceased notwithstanding the provisions of the assignment and the fact that Mr. McKenzie is still indebted to Mr. Hagen in the amount mentioned above. Mr. Hagen is very much concerned and has solicited the aid of the State Highway Department in securing the amount due him.

The State Highway Commission, of course, does not deal directly with subcontractors, but holds the prime contractor responsible and liable for satisfactory completion of the contract and payment of claims arising out of the job, whether or not the claims are incurred by the original contractors or the subcontractor. The records of the State Highway Commission reveal only one claim against this contract, being that of Mr. Hagen. This claim was not only filed by him personally but was also filed by the Secretary of State.

There is due and payable to you from the Highway Commission as final payment for work performed under this contract the sum of $21,202.19 which is more than double the amount of Mr. Hagen's claim. The Highway Commission would like to know what your intentions are with respect to payment of Mr. Hagen's claim before it formally accepts the contract and authorizes release of the final amount. If the claim is a legitimate one, it could be satisfied by your remitting to Mr. Hagen direct the amount of his claim. You would then receive from the State Highway Commission the full amount of the final payment due you. Should you prefer you could assign to Mr. Hagen a sufficient portion of the amount due you from the State to satisfy his claim. We will honor such an assignment provided we also receive a letter from the Great American Indemnity Company consenting to the assignment without prejudice.

M. L. & C. R. O'Neil
December 17, 1952
Page 2

This matter was discussed at quite some length in the office of the Highway Commission's Chief Counsel yesterday and as a result thereof, this letter is being written to inquire as to your attitude in respect to the claim that Mr. Hagen has filed. An early reply will be appreciated so that we can be prepared to advise the Commission when acceptance of your contract is discussed by the Commission at its next meeting on January 6, 1953.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:sl

NOTED [illegible]

12-17-52 g

THE L. H. HAGEN AGENCY
INSURANCE

Capital Stock
Standard protection
Company Insurance

418 MAIN STREET
P. O. BOX 228
TELEPHONE: OREGON CITY 6166
OREGON CITY, OREGON

December 16, 1952

The Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

SUBJECT: Contract No. 3295
M. L. and C. R. O'Neill

Dear Mr. Glaisyer:

Furthering our very pleasant interview of this morning with you and Mr. Enfield and confirming Mr. Libby's telephone call of a few minutes ago, the amount due and payable to me by the D. F. McKenzie Company for the period ending December 31, 1952, is $10,180.79.

Permit me to again sincerely thank you for your very fine cooperation and to assure you that your assistance is genuinely appreciated.

With cordial good wishes and hoping that something of interest will be forth coming from Mr. O'Neill within the next few days, I am

Very truly yours

THE L. H. HAGEN AGENCY

L. H. Hagen

LHH/jlf

12-16-52, (

1799
INCORPORATED
Providence Washington
Insurance Company
of Providence, R.I.

PACIFIC DEPARTMENT
100 BUSH ST., SAN FRANCISCO 4

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DEC 31 1952
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Mrs Lewis

F1-3[illegible](1)

[illegible]

December 26, 1952

Wells-Reed Insurance
Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a copy of a release signed by Mr. L. H. Hagen stating that M. L. and C. R. O'Neil have paid to L. H. Hagen the sum of $8,252.28 in connection with an assignment executed by D. F. McKenzie Company, a subcontractor to M. L. and C. R. O'Neil on State Highway Contract No. 3295, known as the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

For your information a copy of the release is attached.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - M. L. and C. R. O'Neil
Route 1
Creswell, Oregon

D. F. McKenzie Co.
1465 Mission Street
Salem, Oregon

NOTED
H. B. GLAISYER

[illegible] ON CARD
12-26-52 jK

RECEIVED
DEC 29 1952
FOR FILING

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE BROADWAY 2304

December 18, 1952

C.R. O'Neil
Route 2, Box 116
Creswell, Oregon

Dear Sir:

Regarding the sub-contract of D.F. McKenzie on the Ladd Canyon North Power job regarding which we have had some correspondence in the past.

As you know, McKenzie executed an assignment to Hagen with all moneys due him on the job and you accepted the assignment under date of November 13, 1950, and promised to pay Hagen all amounts due McKenzie. With the exception of money which you paid to the Associated Oil Company, I believe you fulfilled the terms of your acceptance.

I understand that you and McKenzie arrived at an understanding that there was an amount of $7192.10 due him in March of this year prior to paying the Associated Oil Company. Also I understand that a supplemental claim has been put in and approved by the department, subject to approval by the commission, in the amount of approximately $9,706.00.

As of December 31, 1952, there will be due from McKenzie to Hagen the sum of $10,180.79. I am enclosing herewith the commission's assignment form in that amount for the signature of M.L. & C.R. O'Neil on all 5 copies. It is requested that you sign these copies and return them to me at once to be forwarded to the commission. If you will do so, the contract can be completed and final payment made. However, unless you do so and have the completed assignments in my hands by December 24, I will feel obliged to institute legal proceedings on behalf of Mr. Hagen to protect his interests, prior to payment by the Highway Commission of the money due on the final estimate.

Yours very truly,

Eugene C. Libby

ECL:dk

Encl 5

cc: H.B. Glaisyer
& L.H. Hagen

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FOR FILING

FI-[illegible](1)

32[illegible]-

December 16, 1952

Mr. Eugene C. Libby
Lawyer
Suite 706
Failing Building
Portland 4, Oregon

Dear Mr. Libby:

Pursuant to our understanding, reached today, I enclose five copies of an assignment of claim whereby M. L. and C. R. O'Neil assigns to L. H. Hagen the sum of $10,180.79 from monies due them in connection with State Highway Contract No. 3295 for grading and surfacing the Ladd Canyon-North Powder Section of the Old Oregon Trail.

The Highway Commission will honor this assignment if properly executed by M. L. and C. R. O'Neil, and provided further the surety on the bond furnished by them in connection with this job will consent to the assignment in writing without prejudice to the bond. Please return to this office the original and one copy of the assignment, properly executed, together with the letter from the surety consenting to the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

R.H. Baldock # 3-1-

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Contract #[illegible]
Grading & Surfacing

F1-321(1)

December 15, 1952

Prefix 31-1019, FI-321(1)
Old Oregon Trail

FINAL COST ANALYSIS

Ladd Canyon-North Powder Section
Contractor-M. L. & C. R. O'Neil
Res. Engineer-J. C. Hiatt

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$ 15,659.54	$ 20,310.00
*Trench Excavation	2,675	Cu. Yds.	2.00	2.09	5,581.95	5,348.90
*General "	604,132.7	" "	.30	.342	207,030.14	181,296.96
*Short Overhaul	1,611,429.3	Yd. Sta.	.01	.011	17,072.30	16,114.29
*Long "	11,522	C-Yd. Sta.	.40	.57	6,614.05	4,608.80
*Fin. R/B & Slopes	13.58	Mile	400.00	527.57	7,164.36	5,432.00
*Rounding Cut Banks	6,750	Lin. Ft.	.12	.128	867.29	810.00
*18" Concrete Pipe	2,124	" "	3.35	2.34	4,976.00	7,115.40
*18" " " Extra Str.	171	" "	3.60	2.80	478.69	615.60
*24" Concrete Pipe	1,032	" "	4.65	3.44	3,555.21	4,798.80
*36" " "	354	" "	8.10	6.62	2,344.14	2,867.40
*48" Corr. Metal Pipe	294	" "	13.60	12.87	3,783.71	3,998.40
*60" " " "	232	" "	23.25	18.64	4,325.42	5,394.00
*72" " " "	68	" "	31.25	24.47	1,664.22	2,125.00
*18" " " Siphon Pipe	448	" "	5.25	4.69	2,103.02	2,352.00
*24" " " Siphon Pipe	222	" "	6.75	6.43	1,426.58	1,498.50
* 6" Perf. Metal Drain	330	" "	1.75	1.38	456.04	577.50
*** Conc. End Basins	32.46	Cu. Yds.	54.00	49.01	1,590.90	1,752.84
*Rock Backfill in Drains	35	" "	5.00	5.50	192.64	175.00
***Class "A" Conc.	299.42	" "	54.00	48.28	14,458.12	16,168.68
***Metal Rein.	52,535	Lbs.	.11	.0771	4,051.26	5,778.85

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*102" Sect. Plate Culv.	338	Lin. Ft.	$ 36.00	$33.37	$ 11,279.96	$ 12,168.00
**Sel. Cinder Topping	339,857	Cu. Yds.	.24	.213	72,607.52	81,565.68
**Haul Cinder Topping	1,194,835	Yd. Mile	.05	.073	87,567.08	59,741.75
**Sprinkling	4916.5	M/Gal.	1.00	1.08	5,336.33	4,916.50
***P.A. #1, 4" Conduit	110	Lin. Ft.	.75	.68	74.80	82.50
***P.A. #2, Class "A" Concrete	5.6	Cu. Yds.	100.00	74.55	417.49	560.00
***P.A. #2, Water Pipe	504	Lin. Ft.	1.00	.93	470.02	504.00
***P.A. #3, Cement Adj. Favor Contr.	.75	Bbl.	4.25	4.25	3.19	3.19
***P.A. #4, Pur. Rein. Steel	5,333	Lbs.	.0626	.0626	333.85	333.85
***P.A. #5, Exc. & Form Constr. Compensation at Station 1108+00	All				744.90	847.02
***P.A. #6, Change in Culv. Loc. at Sta. 951+07	All				76.55	108.00
***P.A. #7, Metal Rein. (Extra Cost)	105.38	Lbs.	.50	.50	52.69	52.69
***P.A. #7, Extra Cost on Cement	90.75	Bbl.	.15	.15	13.61	13.61
*P.A. #8, Pur. Excess 18" Corr. Metal Siphon Pipe	40	Lin. Ft.	3.42		136.80	136.80
*P.A. #8, Pur. Excess 18" Corr. Metal Siphon Band	1	Each	3.40		3.40	3.40
**P.A. #9, Extra Allowance Acct. of Change in Source of Topping Material	All	(Cost included in Cinder Topping				9,706.40
*Excess Engr. Cost over Time Limit						- 2, 075.00
*Force Account					338.75	372.26
					$484,852.52	$458,179.57

	Gross Rev.	Total Cost	Profit	Loss	Total Loss	% Profit	% Loss	Total % Loss
*C. R. O'Neil	276,044.01	297,054.21		21,010.20			7.6	
**D. F. McKenzie	155,930.33	165,510.93		9,580.60			6.1	
***Geo. Berry	26,205.23	22,287.38	3,917.85			15%		
Grand Total	458,179.57	484,852.52	3,917.85	30,590.80	26,672.95			5.8%

Ladd Canyon-North Powder Section
Contract #3295

Detail of Cost
C. R. O'Neil

Labor:

Supervision			$13,890.00	
Labor			96,885.61	
Labor Insurance			6,757.31	$117,532.92

Materials:

18" Conc. P.	2,124'	at $ 1.85	3,929.40	
18" " " Ex.Str.	171'	" 2.05	350.55	
24" " "	1,032'	" 2.70	2,786.40	
36" " "	354'	" 5.10	1,805.40	
48" Corr. Metal P.	294'	" 9.97	2,931.18	
48" " " Bands	12 Ea.	" 8.95	107.40	
60" " " P.	232'	" 15.63	3,626.16	
60" " " Bands	11 Ea.	" 26.70	293.70	
72" " " P.	70'	" 19.48	1,363.36	
72" " " Bands	3 Ea.	" 32.60	97.80	
18" " " Siphon	448'	" 3.42	1,532.16	
18" " " Bands	20 Ea.	" 3.40	68.00	
24" " " Siphon P.	222'	" 4.96	1,101.12	
24" " " Bands	10 Ea.	" 4.20	42.00	
6" Perf. Drain P.	330'	" .95	313.50	
6" " " Bands	16 Ea.	" .90	14.40	
102" Sect. Plate Pipe	338'	" 24.25	8,196.50	
4" Conduit	110'	" .42	46.20	28,605.23

Equipment Rentals & Misc. Supplies:

Equipment Rentals	113,199.17	
Gas, Oil & Grease	17,051.51	
Bond	2,878.28	
P. U. C. Fees	176.50	
P.L. & P.D. Insurance	1,316.37	
Small Tools & Misc. Supplies	4,797.14	
General Overhead	5,577.09	
Explosives	5,920.00	150,916.06

Total Cost $297,054.21

Ladd Canyon-North Powder Section
Contract #3295

Detail of Cost
D. F. McKenzie

Labor:		
Supervision	$ 9,114.57	
Labor	60,515.34	
Labor Insurance	4,257.55	
		$ 73,887.46
Equipment Rental & Misc. Supplies:		
Equipment Rentals (Owned)	50,568.61	
" " (Hired)	10,550.91	
Gas, Oil & Grease	23,368.72	
Bond	1,118.61	
Freight & Cartage	541.81	
P. U. C. Fees	99.81	
Small Tools & Misc. Supplies	1,145.00	
General Overhead	4,230.00	
		91,623.47
Total Cost		$165,510.93

Ladd Canyon-North Powder Section
Contract #3295

Detail of Cost
George E. Berry

Labor:			
Labor		$7,734.00	
Labor Insurance		541.38	
			8,275.38
Materials:			
Concrete Aggregate		1,813.00	
Cement	1,870 Sacks at 1.10	2,057.00	
Metal Reinforcements	52,535 Lbs. " .0675	3,546.11	
			7,416.11
Equipment Rentals & Misc. Supplies:			
Equipment Rental		2,068.14	
Gas, Oil & Grease		588.86	
Bond		516.41	
Small Tools & Misc. Supplies		337.50	
Lumber		1,971.25	
General Overhead		786.16	
P.L. & P. D. Insurance		327.57	
			6,595.89
Total Cost			$22,287.38

Ladd Canyon-North Powder Section
Contract #3295

Remarks:

This was a Federal Aid Project for grading and surfacing 13.58 miles of highway on the Ladd Canyon-North Powder Section of the relocated Old Oregon Trail Highway, in Union County.

This contract was bid and awarded March 21, 1950, work started March 25, 1950, and completed May 13, 1952.

The contractor started clearing with a 5 man crew on March 25, and moved a D-8 cat and dozer in May 22, 1950. The clearing was light and progressed satisfactorily. A good profit was realized on the clearing.

The culvert pipe was installed by four men and one foreman. The equipment used was a ½ cubic yard shovel and a flat bed truck, very good progress was made on the pipe installations.

The reinforced concrete box culverts were constructed by George Berry, a bridge building contractor. Good progress was made on the construction of the box culverts with the exception of one at Station 1108+00. The contractor had the excavation completed which consisted of some solid rock and required drilling and blasting. The forms were then erected and when completed the subcontractor was ordered to cease work. The forms were removed and placed at Station 1110 on a 30° skew across highway. The subcontractor was reimbursed for this work on Price Agreement #5.

Later an additional box culvert was placed at Station 1111 by request of Sunny Slope Ditch Company.

The subcontractor worked very efficiently, personally supervising the project, realizing a good profit.

The contractor started the excavation on the east end of the project, Station 1203 with 3 - D-8 cats and carryalls, 3 - D-W 10's and scrapers, 1 - D-8 cat and dozer used as a push cat and 1 - D-8 cat and dozer used on the fills, and one blade. Good progress was made on the east end of the project due to good material that could be moved with cats and scrapers. This good material ended at Station 742. When rock was encountered this material had to be drilled and blasted and slowed up production. The contractor moved in a 1½ cubic yard Northwest shovel on July 3, 1951, and started it to work at Station 660. This material consisted of dirt and rock, a small amount of this material could be moved with the shovel, but the largest quantity had to be drilled and blasted, the rock material was hauled with three D-W 10's with Athey wagons. Slow progress was made on this excavation due to inability of drilling crew to keep a sufficient amount of material drilled and blasted to keep the loading and hauling equipment occupied. The rock broke large which was hard to handle with a 1½ cubic yard shovel.

During the winter months the weather was rather severe with high winds, snow and freezing temperatures which also hampered the grading operations. The grading was completed July 14, 1951.

Subcontractor, D. F. McKenzie, moved in one Austin-Western blade, four 6 - cubic yard dump trucks, one roller and one water wagon on October 9, 1950. Started stripping cinder pit October 10th, with the grader, also used contractors D-8 cat and dozer with carryall, moved in a 1 - cubic yard Manitowoc shovel with a built up bucket to hold two yards on October 11th and started loading and hauling cinders October 12th, with four 6 - cubic yard trucks built up to haul 12 - cubic yards, and on October 13th, four more trucks were added. When the hauling started the average production was approximately 1,900 cubic yards, this was increased to a maximum of 2,500 cubic yards per 8 - hour day, overall average while using the large shovel was approximately 2,100 cubic yards per 8 - hour day. The cinders in the southeast corner of the pit contained some large clinkers which were hard to dispose of on the grade. A TD-9 cat and dozer was used for these hard clinkers on the road with some success. Some of the clinkers were buried and some were picked up and hauled away. Cinder topping operations shut down April 6, 1951, due to lack of finished subgrade. Operations resumed loading and hauling of cinders August 15, 1951, using a 3/4 cubic yard shovel with a built up bucket to 1½ cubic yards, and the loads on the trucks reduced to 10 cubic yards due to the 6% grade west of the cinder pit. The average production was about 1,550 cubic yards per 8-hour day.

Low bid prices and inability for prime contractor to complete the project in the specified time resulted in a loss for the prime contractor and the subcontractor, that loaded and hauled the cinder topping.

E. H. Clymer
Chief Cost Analyst

By . . . George Kayser

RECEIVED
FOR FILING

F1-3216

R

December 5, 1952

Mr. Eugene C. Libby
Lawyer
Suite 706 Failing Building
Portland 4, Oregon

Dear Mr. Libby:

Reply is made to your letter of December 4, 1952 regarding the Hagen claim against D. F. McKenzie, subcontractor under M. L. and C. R. O'Neil, contractors for the construction of the Ladd Canyon-North Powder Section of the Old Oregon Trail, State Highway Contract No. 3295.

In the fourth paragraph of your letter, you give as your understanding that before the Highway Commission pays the final estimate to a prime contractor in connection with a highway contract, the contractor must file with the Commission an affidavit concerning the status of his indebtedness or that of his subcontractors in connection with the job. Your understanding is correct. In connection with every State Highway contract before final payment can be effected, the prime contractor must sign such an affidavit, a copy of which is enclosed for your information.

Even with this affidavit, the State Highway Commission does not release final payment to the contractor if it has a record of numerous claims outstanding against the work, such payment being withheld pending satisfaction of the claims. The claims referred to, of course, are legitimate claims arising out of the particular job in which the contractor is engaged. In the event the claim is not a legitimate one against the particular contract, that is another matter. The prime contractor, of course, is responsible and liable for legitimate claims incurred by the subcontractor but he is not responsible for claims incurred by the subcontractor for other purposes.

R

Mr. Eugene C. Libby December 5, 1952

I enclose for your further information our latest standard form "Specifications and Contract Agreement for State Highway Construction" in which you will find additional information on the subject, including the form of bond that the prime contractor is required to furnish the State pursuant to legal requirements.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE BROADWAY 2304

December 4, 1952

State Highway Department
Salem
Oregon

ATTENTION: H.B. Glaisyer

Dear Mr. Glaisyer:

Referring to our previous conversations and correspondence relating to O'Neil-McKenzie-Hagen on the Ladd-Canyon Job. As you may remember, Hagen advanced money to McKenzie for operating capital taking from him an assignment of any moneys due on the contract; which assignment was accepted by O'Neil.

You have heretofore sent me copy of sections 98-101, 98-201, and 98-202, all relating to contractor bonds and restricting the scope of application to labor and material.

Section 100-119 OCLA refers to "all claims and debts", and is not so restrictive as to labor and material, although it almost totally precludes recognition by the commission of any assignment.

It has been my understanding that before final payment is made by the commission to a prime contractor, that he must by affidavit or in some way, satisfy the commission as to the status of indebtedness contracted by him and his sub-contractors on the job.

Could you advise me as to just what sort of showing must be made by the contractor before final settlement is made on a contract and how broad it covers any indebtedness incurred by him or his sub-contractors.

Yours very truly,

Eugene C. Libby

ECL:dk

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DEC 5 1952

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FOR FILING
[illegible]

R

Salem, Oregon
October 22, 1952

Mr. H. G. Smith

Reference is made to the claim of subcontractor D. F. McKenzie for additional cost of placing cinders on the North Powder-Ladd Canyon Section. I have Mr. Clymer's recommendation that the contractor be allowed $9,706.40.

Mr. O'Neil called me this morning by phone relative to this matter, and I advised him that if they would accept this amount as full settlement for any and all claims on the project the matter would be presented to the Highway Commission for consideration. I advised him to take the matter up with you.

W. C. Williams

WCW:me

[illegible]

FORM E-20 87,500 4-52 86806

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 3rd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

Herewith report from Mr. Clymer analyzing the difference in cost between operating the north and south halves of the cinder pit on the North Powder-Ladd Canyon Section, Contract #3295, M. L. O'Neil & C. R. O'Neil, contractors; D. F. McKenzie, subcontractor. Mr. Clymer reaches the conclusion it cost the subcontractor $9,706.40 more than if he had been permitted to operate in the north half of the pit.

I would recommend, therefore, he be offered $9,706.40 in full settlement of his claim.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

NOTED
W. C. WILLIAMS

Auth - 507,426.15
cost to date 491,394.43

FORM E-30X 25M 4-52 86908

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
October 1, 1952

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Office

Dear Sir:

With reference to the claim of D. F. McKenzie Company on the Ladd Canyon-North Powder Section, Contract #3295, an analysis of the costs on the several items claimed is as follows:

1. Stripping extra area on South half of pit:

A small tractor and dozer were used thruout the total length of the project for stripping and pushing material to the shovel. The tractor was used more for stripping and less for pushing material on the South half of the pit and more for pushing materials and less for stripping on the North half of the pit, but it is impossible to determine the relative amounts of work performed. Therefore, the small tractor is classed as operating the same for the entire pit operations. A D-8 tractor with dozer and carryall was rented from C. R. O'Neil for stripping the South half of the pit and a D-8 tractor and scraper were rented for stripping the North half of the pit from Slate and Hall.

In addition an estimated 2,500 cubic yards of unsuitable materials and large fragments of cinders were loaded and hauled from the South half of the pit and wasted. Estimated costs of loading and hauling of this material is $0.30 per cubic yard.

Costs for stripping the two halfs of the pit is as follows:

South half of pit, equipment rental:

September	1950,	2	hours tractor and scraper at	$13.00 - - -	$ 26.00
October	1950,	73.5	" " " " "	13.00 - - -	955.50
"	1950,	30.5	" " " dozer "	12.00 - - -	366.00
November	1950,	16	" " " " "	12.00 - - -	192.00
"	1950,	31	" " " scraper "	13.00 - - -	403.00
December	1950,	45	" " " dozer "	12.00 - - -	540.00

January 1951, 24 hours tractor and scraper at $13.00 - - - -	$ 312.00
" 1951, 24 " " " " " 10.70 - - - -	256.80
" 1951, 24 " Operator's time " 2.30 - - - -	55.20
" 1951, Fuel	34.00
February 1951, 41.5 hours tractor and dozer " 12.00 - - - -	498.00
	$3,638.50

South half of pit, wasting of unsuitable materials.

2,500 cubic yards at $ 0.30	750.00
	4,388.50
+ 10% Overhead	438.85
	$4,827.35

North half of pit, equipment rental:

November 1951, 9.5 hours tractor and scraper at $16.50 - - - -	$ 157.50
+ 10% Overhead	15.75
	$ 173.25

$4,827.35 ÷ 222,624 = $0.0217 per cubic yard (South half of pit)
173.25 ÷ 114,961 = 0.0015 " " " (North half of pit)

$0.0217 - $0.0015 = $0.0202 per cubic yard additional cost of stripping South half of pit.

$0.0202 x 222,624 = $4,497.00

2. Loading cinders; South half of pit:

Cinders were loaded from the South half of the pit by a 1-cubic yard rented shovel with the bucket built up to 1½ cubic yards. The second year during the time the cinders were obtained from the North half of the pit the contractor used his own 3/4 cubic yard shovel with the bucket built up to 1-cubic yard. Costs for loading cinders from the two parts of the pit are as follows:

South half of pit -

Labor (shovel operator & pitman)	$ 4,715.39
Labor Insurance	367.80
Shovel Rental 5.75 months at $1,140.00	6,555.00
Gas, Oil & Grease	866.40
	$12,504.59
+ 10% Overhead	1,250.45
	$13,755.04

$13,755.04 ÷ 222,624 = $0.062 per cubic yard.

North half of pit -

Labor (shovel operator & pitman)		$3,187.50
Labor Insurance		318.75
Shovel rental 4.0 months at	$794.00	3,176.00
Gas, Oil & Grease		612.00
		$7,294.25
+ 10% Overhead		729.43
$ 8,023.68 ÷ 114,691 = $0.07 per cubic yard		$8,023.68

As shown above the comparative costs for loading from the South half and the North half of the pit is approximately the same. However, while the same number of trucks were used in hauling from both places the average production dropped from 2,081 cubic yards per day in the South pit to 1,533 cubic yards in the North pit. An analysis of the drop off in production shows that the primary reason was the kind and length of haul. Haul to the South end of the project averaged 2.87 miles and to the North end 4.14 miles. The haul to the South end was level and trucks could maintain a high rate of speed while most of the haul to the North end was up a grade some of which was 6%. Due to the grade the trucks could not make the same rate of speed although the loads were dropped from 12 cubic yards per truck to 10 cubic yards.

If the smaller shovel could load from the North pit for the same cost as the larger shovel did from the South pit while loading 20% less material per truck it is probable that the large shovel should have loaded from the North half of the pit for 20% less than the cost from the South half.

A probable saving to the contractor if all material had been obtained from the North half is

$0.062 x 20% = $0.0124 per cubic yard
$0.0124 x 222,624 cubic yard = $2,760.54

Streetwork, material from South half of pit -

Due to the difference in the materials the cost of shaping, processing and cleanup on the South part of the project was considerably more than the cost on the North half. More blade and roller were required and a considerable amount of hand labor was required to pick up and dispose of lava fragments too large to be incorporated in the topping.

A comparison of the costs of the two sections is as follows:

South End of Project

Labor	$11,432.84
Labor Ins.	891.76
Equip. Rental	4,804.80
Gas, Oil & Grease	1,848.00
	$18,977.40
+ 10% Overhead	1,897.74
	$20,875.14

North End of Project

Labor	$4,568.16
Labor Ins.	356.32
Equip. Rental	2,730.00
Gas, Oil & Grease	1,050.00
	$8,704.48
+ 10% Overhead	870.45
	$9,574.93

$20,875.14 ÷ 222,624 = $0.094 per cubic yard (South End)
9,574.93 ÷ 114,961 = 0.083 " " " (North End)

$0.094 - $0.083 = $0.011 per cubic yard

222,624 cubic yards x $0.011 = $2,448.86

A recap of the possible damages sustained by Mr. McKenzie is as follows:

Extra stripping costs,	222,624 cu. yds. at	$0.0202	$4,497.00
Extra loading costs,	222,624 " " "	0.0124	2,760.54
Extra streetwork	222,624 " " "	0.011	2,448.86
		TOTAL	$9,706.40

Very truly yours,

E H Clymer
E. H. Clymer
Cost Analyst

EHC:of

Mr. Williams.

McKenzie used a 1 yard shovel in south half of pit and 3/4 yard in north half. Average haul from South Pit 3.10 Miles and from North pit 4.32 Miles

Clymers office advises that McKenzie made most of his short haul from the south Pit, and that he used about the same number of trucks in each pit

Eab.

PLEASE RETURN TO
W. C. WILLIAMS

Smith

What size shovels were used in the different pits?

Also check monthly estimates to determine Haul Lengths for the two pits.

W.C.W.

FORM E-30 25M 1-52 58419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 14th, 1952

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

Dear Sir:

I hand you herewith Mr. Bickmore's report on the claim of D. F. McKenzie for additional compensation on account of a misleading sign erected on the Bickmore cinder pit prior to the opening of bids.

I think Bickmore is correct in saying that McKenzie operated the choice material from both the north and south sides of the pit.

Bickmore's report may be criticized as superficial, since a larger shovel was used in the south half of the pit than in the north half. It is thought that McKenzie may have done more short haul from the south half and left the long haul from the north half, but it does substantiate the thought that there was no great difference in the progress he made in each half of the pit.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

NOTED
W. C. WILLIAMS

RECEIVED
APR 14 1952
OFFICE OF
STATE HIGHWAY ENGINEER

FORM E-30 25M 9-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
April 9, 1952

SUBJECT:

RECEIVED
APR 10 1952
OFFICE OF
CONSTRUCTION ENGINEER

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

This is in reply to your letter of March 25 with reference to a possible claim to be placed by the D. F. McKenzie Company against the State as a result of conditions surrounding the placing of cinders on the Ladd Canyon-North Powder Section of the Oregon Trail Highway.

I have prepared a progress chart, from the Resident Engineer's Weekly Reports, covering this phase of the project, which is hereto attached. This chart indicates clearly that the contractor was not materially penalized by his being confined to the south half of the deposit for the first part of the work. In fact, better progress was made while operating from the south portion than while operating on the north portion.

Our records indicate that the contractor operated from the south half 128 working days, with a daily average of 1746 cubic yards per day; and on the north side 88 working days, with an average of 1316 cubic yards per day. In no place on the chart does there show an appreciable fluctuation in his progress.

The amount of oversize material which had to be removed from the grade, considering the amount placed, was negligible from either side of the deposit. Possibly a little more of the materials originating on the south half than on the north. I would not consider this item of importance.

It is true that on the westerly slope of the southerly side of the deposit the materials were more consolidated and some efforts were made to utilize these materials. But such effort did not reflect on the progress of the work, as indicated by the chart. A comparatively small amount of such consolidated materials were actually utilized.

As a matter of fact, the materials removed by the McKenzie Company proved to be the choice areas of the deposit from both the south and north sides. Therefore, I fail to see where they are justified in a claim by reason of the error in the designation of the source of the materials as being approximately 300 feet north of the deposit owned by the State and intended to be used.

Very truly yours,

E. G. Bickmore
E. G. BICKMORE
Assistant Division Engineer

EGB/pd

C. R. O'NEIL
GENERAL CONTRACTOR
CRESWELL, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

May 17, 1952

ADDRESS REPLY TO
Box 42, Mitchell, Ore.

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

I am writing to you in regard to a claim submitted to me by D.F. McKenzie Co., who has a sub-contract with me on the Ladd Canyon-North Powder Section of the Old Oregon Trail Highway, Contract No. 3295.

Mr. Mckenzie feels, and I agree, that by having to go into the cinder pit at a different location than was bid upon that he suffered extra expense, as you or some of your personnel know that the side of the hill which Mr. McKenzie took out the 224,352 cu. yds. of cinders was in a good part rocky with spots of almost solid rock and very tight and hard to dig, also a lot more expensive to lay on the road. The presence of the extra rock made tire maintenance on the hauling vehicles and road graders very high as that type of rock breaks very sharp. A blade, truck and three men spent six weeks time disposing of the above mentioned oversize rock. Finishing to blue tops on eight miles of the road they had nothing but the worst of the pit to work with which made the street cost much higher than if there had been good material.

I feel that the enclosed estimate of costs made by Mr. McKenzie is conservative and believe that you will feel the same.

Very truly yours,

NOTED
W. C. WILLIAMS

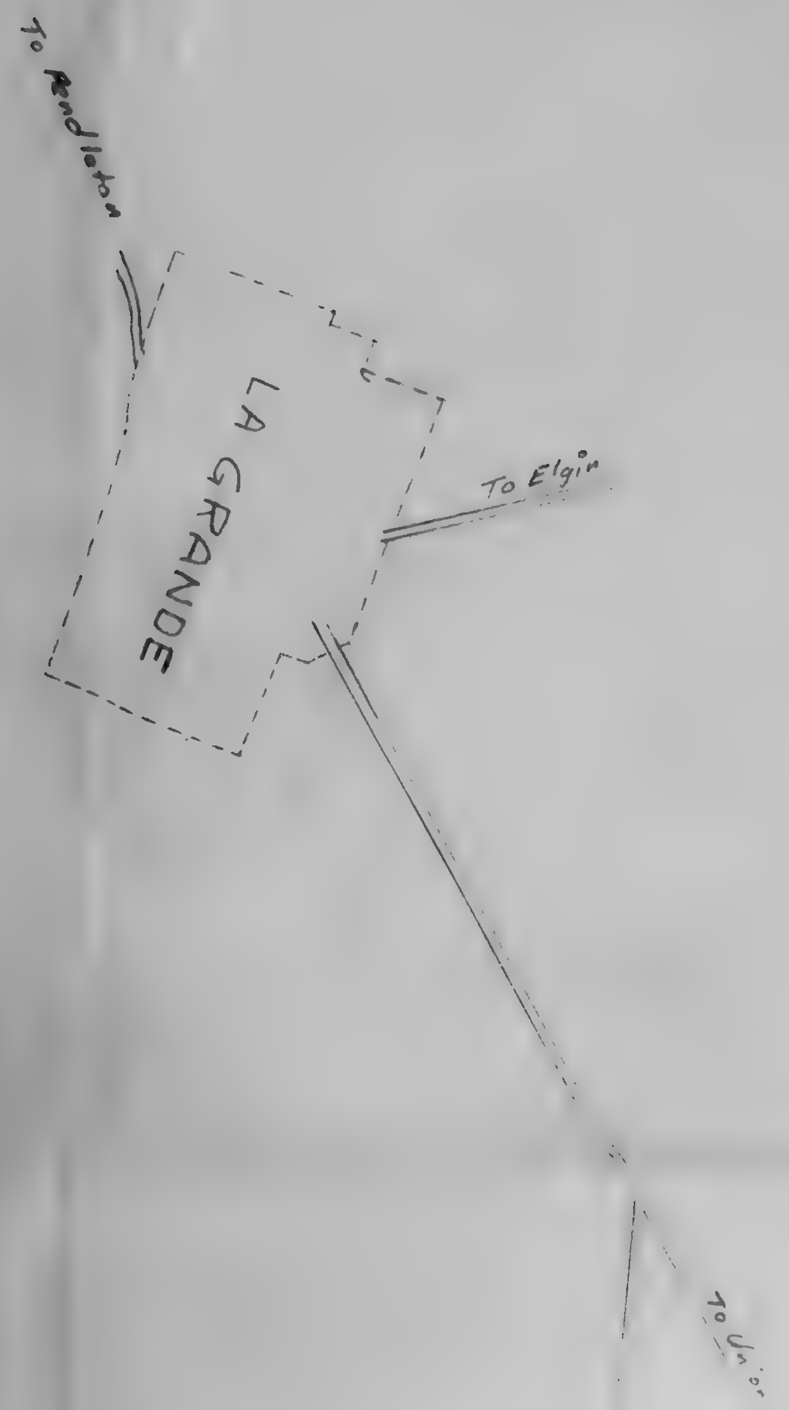
M.L. & C.R. O'Neil
by C. R. O'Neil

CRO:el
encl.

RECEIVED
MAY 20 1952
OREGON
STATE HIGHWAY COMMISSION

Extra cost on Ladd Canyon-North Powder Section, Contract No. 3295

Stripping extra area for 224,352 cu. yds. @ .01½¢ per cu. yd.		$3365.28
Loading cinders @ .02¢ per cu. yd.		4487.04
Street work @ .01½¢ per cu. yd.		3365.28
	Total	$11,217.60


To Pendleton
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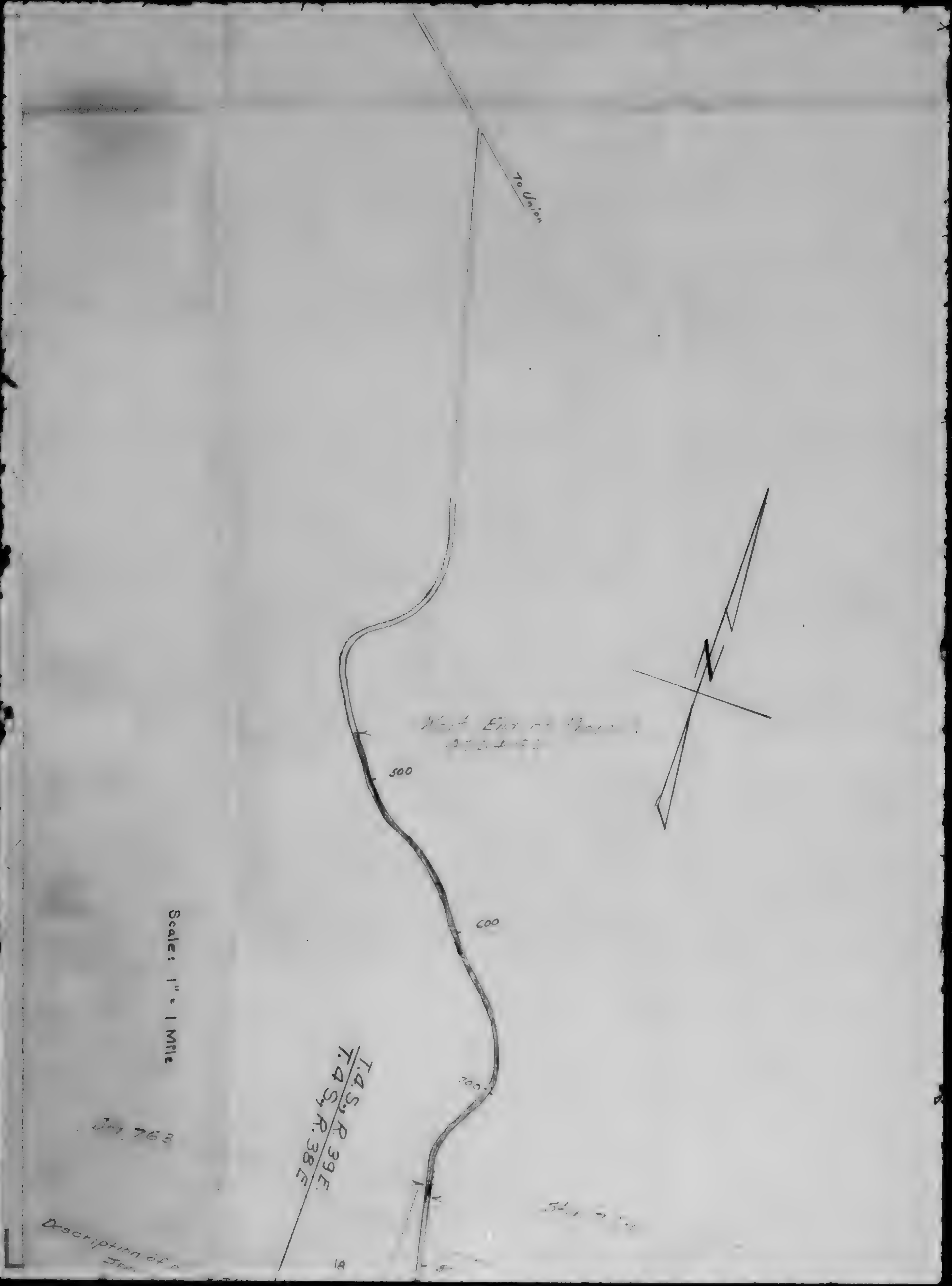
To Elgin
To Union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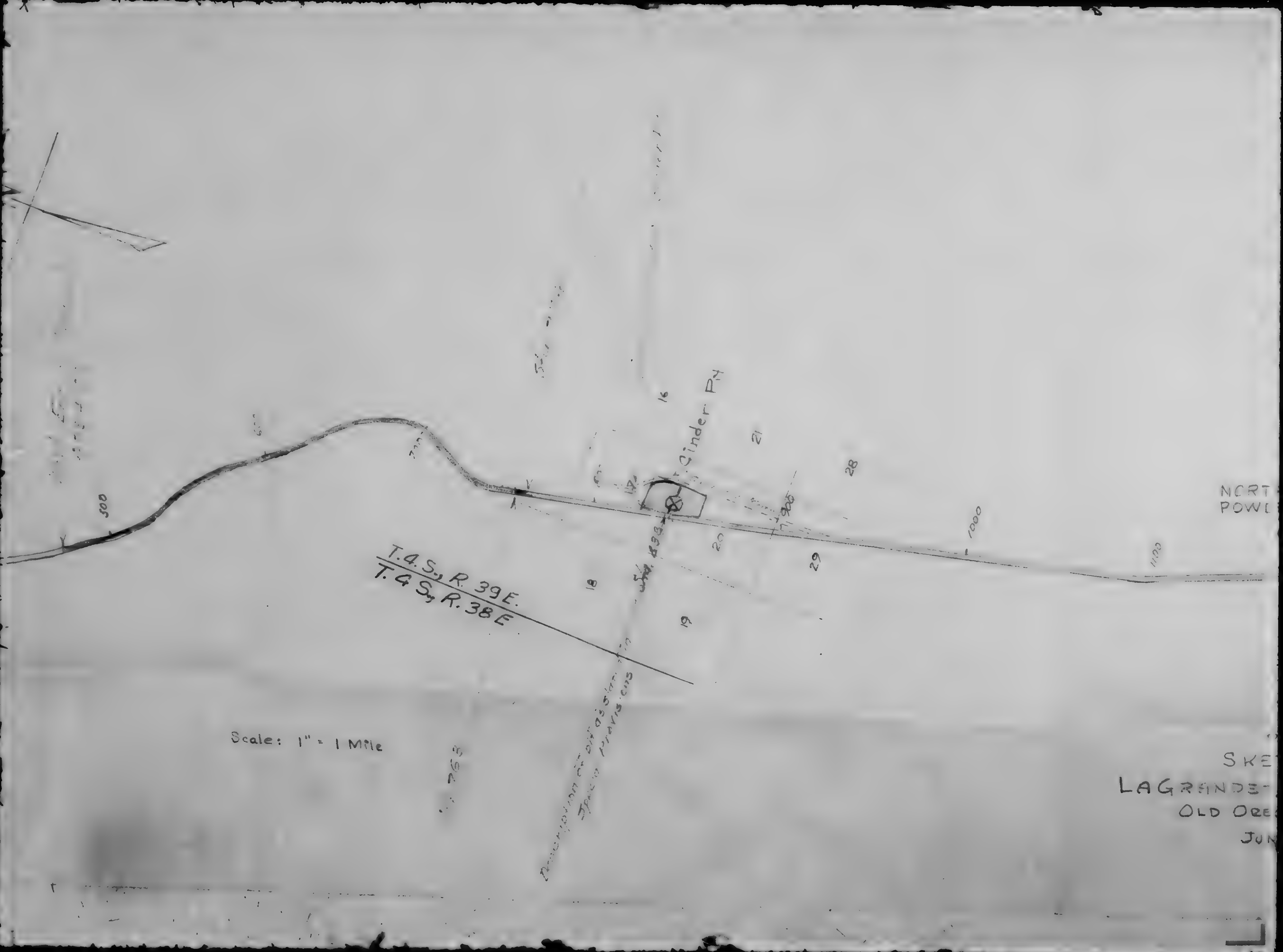
763
18
Description of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T.4 S., R. 39 E.
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Description of pit as stated in Special provisions
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Cinder Pit
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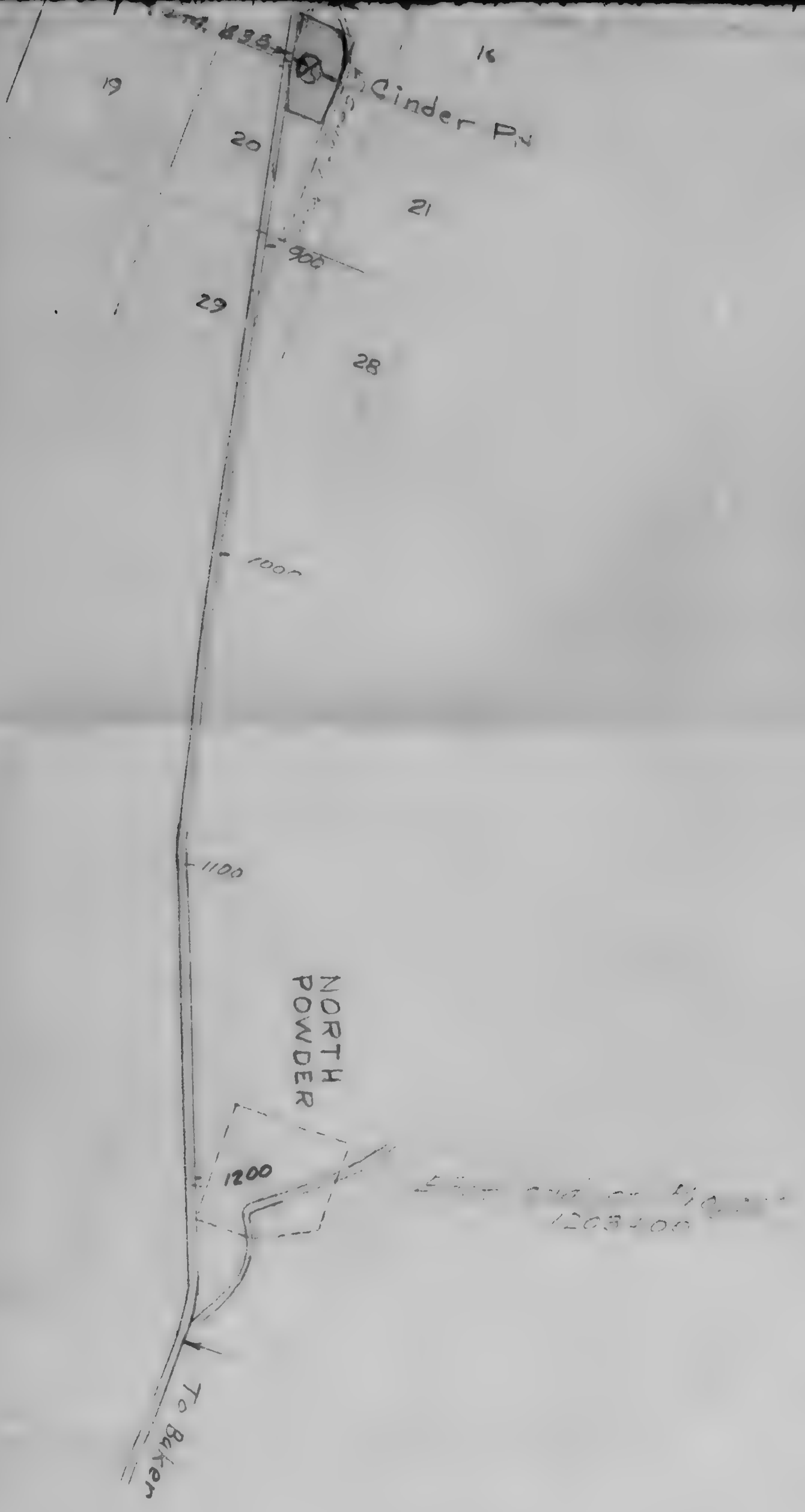
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NORTH POWDER
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To Baker

O.S.H.D.
SKETCH MAP
LAGRANDE-NORTH POWDER SECTION
OLD OREGON TRAIL HIGHWAY
JUNE, 1952

RECEIVED
OCT 15 1952
FOR FILING

F1-3[illegible]

October 15, 1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3295 for work performed on the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County was completed by the contractor, M. L. and C. C. O'Neil, on May 13, 1952 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $11,495.79 will be released to the contractor after acceptance by the Commission. The total contract amount is $448,473.17, of which amount $372.26 represents force account items.

There is a claim filed against the subcontractor on this project, D. F. McKenzie, for operating capital in the amount of $7,192.10, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

10-15-52

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FOR FILING

F1-321(1)

October 9, 1952

Mr. Eugene C. Libby
Lawyer
Suite 706 Failing Building
Portland 4, Oregon

Dear Mr. Libby:

Reply is made to your letter of October 2, 1952 with further reference to the claim of L. H. Hagen against D. F. McKenzie Company.

It is noted that the copy of the contract and bond covering Contract No. 3295, which was sent you, provides for certification, but the certificate was not signed by me. If you wish the certification completed, return the book to me and I will sign it, otherwise destroy the certificate.

In the third paragraph of your letter you mention the affidavit of claim. I enclose a copy of Section 98-101 of the Oregon Laws and have indicated by red pencil therein that portion which requires the filing of an affidavit in order to secure a certified copy of the contract and bond. The notice that you file with the Secretary of State does not cover the matter. As stated above, if you desire the copy of the contract and bond that you now have to be certified, then we will require the affidavit, otherwise the affidavit need not be furnished.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

Encl.

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE BROADWAY 2304

October 2, 1952

Claim of L.H. Hagen against
D.F. McKenzie Co.; sub-contractor under M.L. & C.H. O'Neil
, Contract 3295

Oregon State Highway Commission
Salem Oregon

Attention: Mr. Glaisyer

Dear Mr. Glaisyer:

Thank you very much for yours of September 18 advising the name of the bonding company on your contract number 3295.

Also, I have received a copy of the contract and bond number 3295 on which I notice a certificate has been prepared but not signed by you.

You referred to an affidavit of claim. May I inquire what this has reference to? We have already written to the Secretary of State in accordance with Section 98-101 OCLA, making formal notice of claim. Is this what you had reference to or is there a further procedure that we should follow to insure that Mr. Hagen's assignment of any moneys due McKenzie from O'Neil is honored when funds are available.

Thanking you, I am

Yours very truly,

Eugene C. Libby

ECL:dk

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FOR FILING

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OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 29, 1952

SUBJECT: M. L. and C. R. O'Neil
Contract No. 3295

To: Mr. H. B. Glaisyer
Secretary
Office

Dear Mr. Glaisyer:

I have reviewed your file concerning Mr. L. H. Hagen's claim against the above contract, which claim is based upon monies loaned to Mr. McKenzie, a subcontractor for Mr. O'Neil, and in my opinion we are not justified in withholding the making of final payment to Mr. O'Neil under the above contract.

I recommend that final payment under Contract No. 3295 be made.

Yours very truly,

C W Enfield
C. W. ENFIELD
Chief Counsel

CWE:avh

Mr. Lewis
[illegible]

[illegible]
9-29-52

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SEP 23 1952
FOR FILING

F1-321(1)

Query

September 18, 1952

Mr. Eugene C. Libby
Suite 706 Failing Building
Portland 4, Oregon

Dear Mr. Libby:

In reply to your letter of September 17, we can advise that the Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, furnished the performance bond with Contract No. 3295 awarded to M. L. and C. R. O'Neil for grading and surfacing the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

As requested, we are forwarding by separate mail a copy of contract and bond No. 3295. As this is a certified copy, it is necessary that we secure from you an affidavit of claim. We will appreciate receipt of such an affidavit in the near future.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON

TELEPHONE BROADWAY 2304

September 17, 1952

3295

[illegible] BY SECRETARY [illegible]

Oregon State Highway Commission
Salem, Oregon

ATTENTION: Mr. H.B. Glaisyer

Dear Mr. Glaisyer:

Thank you for yours of September 11 regarding the claim of L.H. Hagen against D.F. McKenzie Co., sub-contractor under M.L. & C.R. O'Neil on contract 3295.

Will you kindly advise me the name of the bonding company who were surety on the O'Neil bond. I would appreciate a copy of the contract if possible.

Yours very truly,

Eugene C. Libby
Eugene C. Libby

ECL:dk

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

mrs Lewis

September 15, 1952

Great American Indemnity Company
Wells-Reed Insurance, Agents
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State in the amount of $7,192.10. This claim is in behalf of L. H. Hagen against M. L. and C. R. O'Neil for providing operating capital to D. F. McKenzie Company who acted as sub-contractor on State Highway Contract No. 3295, awarded to M. L. and C. R. O'Neil for grading and surfacing the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

We provide this information inasmuch as the Great American Indemnity Company appears as surety on the performance furnished with Contract No. 3295.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - M. L. and C. R. O'Neil
Route 1
Cresswell, Oregon

D. F. McKenzie Company
1465 Mission Street
Salem, Oregon

NOTED ON CARD

COPY

Secretary of State
Salem, Oregon

Notice is hereby given that the undersigned, L.H. Hagen, has acclaimed for cash advances for providing operating capital to D.F. McKenzie Company as sub-contracter in the sum of $7,192.10, against the bond given for M.L. And C.R. O'Neil as principal contractors for Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, known as State Highway Contract 3295.

Dated at Oregon City, Oregon, this 21st day of August, 1952.

L. H. HAGEN

ENDORSED
File No. 3345
Filed Sept. 12, 1952
EARL T. NEWBRY, Secretary of State

RECEIVED
SEP 17 1952
FOR FILING

F1-3-1(4)

Mrs Lewis

September 15, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Attention: E. Libby

Gentlemen:

This is to acknowledge receipt of your letter dated September 12 to which was attached three copies of a claim filed with your office by L. H. Hagen against N. L. and C. R. O'Neil on State Highway Contract No. 3295. This claim is in the sum of $7,192.10 and bears your file No. 3345.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 12, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Eugene C. Libby, attorney, Portland, and filed as of this date a notice of claim by L. H. Hagen, for operating capital in the sum of $7,192.10, against the bond taken from M. L. and C. R. O'Neil, Principal, and D. F. McKenzie Company sub-contractor for Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, State Highway Contract No. 3295, our file No. 3345.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By E Libby

Clerk
Filing Dept.

NF:M
Enc.

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

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3295

September 11, 1952

Mr. Eugene C. Libby
Lawyer
Suite 706 Failing Building
Portland 4, Oregon

Dear Mr. Libby:

Reply is made to your letter of September 8, 1952 concerning a claim of L. H. Hagen Agency against the D. F. McKenzie Company arising out of McKenzie's subcontract with M. L. & C. R. O'Neil for grading and surfacing the Ladd-Canyon-North Powder Section of the Old Oregon Trail, contract 3295. You inquire whether or not the O'Neils have received any settlement.

A warrant covering the semi-final payment, mentioned in the third paragraph of your letter, was mailed to the O'Neils on June 19, 1952. It was in the amount of $20,224.16. Final settlement has not as yet been effected, but we anticipate that it will be in the neighborhood of $13,000 depending on the results of a check of the final field notes. For further information I refer you to my letter of September 3, 1952, directed to the L. H. Hagen Agency, Attention Mr. L. H. Hagen.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMM.

HBG:jmc

[illegible] 20. [illegible] would be

C'ttee 1/6 [illegible]

[illegible] recommended [illegible]

[illegible] [illegible]

[illegible].

[illegible]

[illegible] 70, [illegible] 16 mailed to
O'[illegible] 6-19-52

Contract not yet accepted - funded
approx $13,000.00 (see letter of 9-3
attached)

F.Q.

EUGENE C. LIBBY
LAWYER
SUITE 706 FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE BROADWAY 2304

September 8, 1952

~~BY SECRETARY~~
[illegible] and the f 1.
S.F. [illegible] voucher 10159
mailed 6-19-52
$20,[illegible].16

Oregon State Highway Department
Salem, Oregon

ATTENTION: H.B. Glaisyer

Dear Mr. Glaisyer:

July 8 you wrote the L.H. Hagen Agency regarding Mr. Hagen's claim against the D.F. McKenzie Company in the amount of $7,192.10, applicable to the "Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, known as State Highway Contract 3295.

At that time, you stated that the contract was completed May 13, 1952, but had not been accepted by the Commission or final payment made.

A few days ago, McKenzie told Hagen that O'Neil (the principle contracter) had given him the impression that he had received his semi-final settlement from the Commission.

I will appreciate it if you will advise me whether O'Neil has received any settlement.

These funds were presumed to be assigned from McKenzie to Hagen, and any part of such a settlement involving McKenzie would normally have gone to Hagen.

Thanking you for an early response, I am

Yours very truly,

Eugene C. Libby

Eugene C. Libby

RECEIVED
SEP 9 1952
OREGON
STATE HIGHWAY COMMISSION

ANSWERED
GLAISYER

ECL:dk

FOR FILING

[illegible]

September 3, 1952

The L. H. Hagen Agency
418 Main Street
Oregon City, Oregon

Attention: Mr. L. H. Hagen

Gentlemen:

In reply to your letter of September 2 concerning the status of Contract No. 3295 awarded to M. L. and C. R. O'Neil, we can advise that to date the contract has not been accepted by the Commission although it was completed on May 13, 1952.

The final estimate has not yet been completed but the semi-final shows an amount retained of $13,514.76. It is anticipated that this will be reduced somewhat by assessment of engineering penalties for failure to complete the contract within the specified time limit. As the final estimate has not been completed and the amount of penalty is not yet known, we cannot state exactly how much money is retained on this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE L. H. HAGEN AGENCY
Complete Insurance Service
United States Fidelity and Guaranty Company
418 Main Street—Facing the Post Office Telephone: 6166
OREGON CITY, OREGON

September 2, 1952

[illegible]

Oregon State Highway Commission
State Capitol
Salem, Oregon

SUBJECT: Ladd-Canyon North Powder Section
Contract 3295 - M.L. & C.R. O'Neill
The D.F. McKenzie Co. - Subcontractor

Gentlemen:

In his letter of July 8th, Mr. Glaisyer indicated that the above-captioned job had not yet been accepted by the Commission and, on the strength of information contained in that communication, a claim was filed with the Secretary of State through our attorney, Mr. Eugene C. Libby, 706 Failing Building, Portland 4, Oregon.

In last week's conversation with one of our acquaintances, Mr. C.R. O'Neill conveyed the impression that he had received his semi-final payment on the job in question which, if true, would prompt us to believe that there would be very little additional funds still forthcoming.

We shall be very grateful to you if you would verify that rumor--which we personally doubt--and, tell us just how much is still due to the prime contractor upon your acceptance of the completed job.

Thanking you for your continued fine cooperation in this instance and assuring you that any information that you can give us will be very much appreciated, we are

S.F. est #21 retain $13,514.76

Very truly yours,

THE L.H. HAGEN AGENCY

by

RECEIVED
SEP 3 1952
OREGON
STATE HIGHWAY COMMISSION

LHH/ajp

RECEIVED
FOR FILING

JOHN LICHTY
ATTORNEY AT LAW
FAILING BUILDING
PORTLAND 4, OREGON
TELEPHONE ATWATER 8478

July 23, 1952

NOTED
H.

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer,
Secretary

Re: M. L. and C. R. O'Neil
Contract No. 3295

Dear Herb:

C. R. O'Neil is in my office with a copy of your letter of July 8, 1952 addressed to the Great American Indemnity Company relative to the claim of L. H. Hagen. I assume that you just wrote this letter as a matter of information since there is nothing in the statute or in the contract which gives a man who loans money to a contractor any claim against either the funds earned under the contract or against the bond.

The fact is that when McKenzie, who is the subcontractor, has paid all bills for which O'Neil or his surety might be liable, there will in all probability be nothing due the subcontractor. Please do not let this letter from Hagen interfere in any way with the payments due O'Neil.

Sincerely,

J Lichty

JL:sp

John Lichty

cc-Great American Indemnity Company
412 Failing Building
Portland 4, Oregon

RECEIVED

BY SECRETARY

NOTED ON CARD
7-23-52

NOTED
F. QUERY

RECEIVED
JUL [illegible] 1952
FOR FILING

Salem, Oregon
July 23, 1952

Mr. H. G. Smith

With reference to the attached letter from Mr. Chidsey, please arrange to secure a price agreement from the contractor for the oiling of the shoulders along the lines suggested by Mr. Chidsey. I believe, however, that the second seal shot should be asphalt, rather than MC. It is requested that wherever possible; that is, on sections not now completed, the shoulders be constructed approximately three quarters of an inch below the pavement elevation, so that the oil mat may be constructed on the shoulders as placed and not make it necessary to reexcavate the shoulders to construct the oil mat.

In determining additional project authorization that will be required, please take into consideration saving by omission of the seal coat, which I am told will not be necessary.

As to Mr. Chidsey's suggestion that the work be done by state forces, I wish to advise that we could not receive federal participation on any state force work, and, as the shoulder oiling will probably run some $30,000 to $40,000 for the 24 miles involved, it is out of the question to consider performance of the work by state forces.

I would suggest that this price agreement be effected as soon as possible and the contractor can start oiling early on the shoulders on the portions where the pavement has been completed.

W. C. Williams

WCW:me

Encl.

FORM E-30X 18M 1-52 88419

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

La Grande, Oregon
July 8, 1952

SUBJECT:

To: Mr. H. G. Smith
Construction Engineer
State Highway Dept.
Salem, Oregon

Dear Sir:

I would recommend that the shoulders on the Ladd Canyon Project be oiled as soon as the paving is completed, especially that portion of the highway from La Grande to the mouth of Ladd Canyon, a distance of approximately six miles.

As you know, the soil through the Grande Ronde Valley is very unstable. The shoulders, being constructed from cinders, are extremely pervious and offer no protection to the subgrade whatever. This condition exists throughout the entire project. I believe that if the shoulders are properly sealed we can eliminate the possibility of the subgrade becoming soft through infiltration of surface water.

My recommendations are that the shoulders be sealed with a double MC Seal, consisting of one .35 shot covered with 3/4"-0 and a second seal shot of .25 covered with ¼"-10. This specification, I believe, would completely seal the shoulders with an oil mat of sufficient strength to support any traffic that might pull onto the shoulder area.

Due to the high asphaltic content of the AC Pavement now being laid, I do not believe it will be necessary to seal the pavement this fall. The money saved by cutting out the seal could be applied to the shoulder oiling. However, I would recommend that the shoulder oiling be done by our State Oiling Crew in order to assure a satisfactory job.

Very truly yours,

/s/ E. F. Chidsey

E. F. CHIDSEY
Division Engineer

EFC/pd

RECEIVED
JUL [illegible] 1952
FOR FILING

July 21, 1952

M. L. & C. R. O'Neil
Route 1
Creswell, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 10, 1952, had under discussion your request for an extension of time of 163 days, from November 30, 1951 to May 13, 1952, within which to complete your contract No. 3295 covering the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

The Highway Commission granted your request with the provision that excess engineering costs be assessed from November 30, 1951 to December 22, 1951, the nominal finish date, there being no engineering costs assessed to the project after December of 1951. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

John C. Hiatt,
Resident Engineer

N. G. Smith,
Construction Engineer

NOTED ON CARD
7-21-52

RECEIVED
JUL 9 1952
FOR FILING

July 8, 1952

Oregon State Highway Commission

Request for extension of time
No. 5. Last request for
July 10 and 11 meeting

Gentlemen:

Enclosed is a request of H. L. and C. R. O'Neil for an extension of time from November 30, 1951 to May 13, 1952 within which to complete work on the Ladd Canyon-North Powder grading and topping project (Contract No. 3095), on the Old Oregon Trail in Union County.

Actually the contractor completed this project on December 22, 1951. There were remaining at that time, however, a few oversize stones in the cinder topping shoulders, and the shoulders were covered by snow to the extent that the work could not be performed until the snow ran off in the spring. The contractor returned to the project on May 12, 1952 and completed removal of the stones from the shoulders in two days.

I recommend that the request for extension of time be granted, but that excess engineering costs be assessed from November 30 until the nominal finish date, which was December 22. There were no engineering costs assessed to the project after December of 1951.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. H. G. Smith

RECEIVED
JUL 9 1952
FOR FILING

Mrs Kuns

July 8, 1952

L. H. Hagen Agency
418 Main Street
Oregon City, Oregon

Gentlemen:

We have your letter of July 3 advising that your claim against the D. F. McKenzie Company in the amount of $7,192.10 is applicable to the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, known as State Highway Contract 3295. Your claim, which you state consists of operating capital financed to D. F. McKenzie, will be noted in our records and we will advise the surety and the contractors that it has been received.

This contract was completed May 13, 1952, but to date has not been accepted by the Commission nor has final payment been made.

As stated in your letter, the principal contractor on this job is M. L. and C. R. O'Neil.

If you feel it is necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. We have attached an excerpt from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary.

FAQ:md
Enc.

NOTED ON CARD
7-8-52

STRENGTH — STABILITY
Dependable
INSURANCE

THE L. H. HAGEN AGENCY
COMPLETE INSURANCE SERVICE
418 Main Street, FACING THE POST OFFICE
Telephone Oregon City 6166

OREGON CITY, OREGON

July 3, 1952

The Oregon State Highway Commission
Attn: Mr. H. B. Glaisyer, Secretary
SALEM, Oregon

BY

3295

Gentlemen:

Thank you very much for your letter of the 1st., dealing with the assignment executed in my favor on Nov. 13, 1950, by The D. F. McKenzie Company.

To answer your inquiry, it is my wish that my claim, covering funds that are still due The D. F. McKenzie Company as a retention item, and totaling $7,192.10, be considered as applicable against the North Powder - Ladd Canyon Job, on which M. L. & C. R. O'Neill are the prime-contractors and The D. F. McKenzie Company were the un-bonded sub-contractors for them.

The $7,192.10 item has been verified and acknowledged by the prime contractors, in their letter of March 4, 1952, as correct and, my claim consists of operating capitol advanced to the sub-contractor.

It is hoped that this explanation will be of assistance, but if anything further is needed I shall be pleased to provide it.

Thanking you for acknowledging and favoring me with your comments or instructions at an early date, I am

Very truly yours,

L. H. Hagen Agency

BY:

LH

[illegible]D ON CARD
7-9-52

Representing NORTHWESTERN MUTUAL FIRE ASSOCIATION • NORTHWEST CASUALTY COMPANY

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

July 8, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3295, Ladd Canyon - North Powder Section of the Old Oregon Trail, Ore. FI-321 (1), from November 30th, 1951 to May 13th, 1952, to M. L. and C. R. O'Neil, Contractors. You had previously approved an Extension of Time to November 30th, 1951, with engineering penalty to be assessed.

The contractor actually completed work on this project on December 22nd, 1951, with the exception of removing a few oversized stones from the shoulders which were by that time covered with snow to the extent that the work could not be performed until the snow ran off in the spring. The contractor returned to the project on May 12th, 1952, and completed removal of the stones from the shoulders in two days.

I recommend that the request for extension of time be granted, but that excess engineering costs be assessed only to the nominal finishing date which was December 22nd. There were no engineering costs assessed to the project after that date.

Very truly yours,

W. C. Williams
Ass't. State Highway Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams

RECEIVED
JUL 9 1952
FOR FILING

[illegible]

July 8, 1952

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have received a letter from the L. E. Hagon Agency, 418 Main Street, Oregon City, advising that the D. F. McKenzie Company owes them $7,192.10 for operating capital furnished on State Highway Contract No. 3295. This contract was awarded to M. L. and C. R. O'Neil for grading and surfacing the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County, and it appears that D. F. McKenzie Company acted as sub-contractors.

This information is provided as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - M. L. & C. R. O'Neil
Route 1
Creswell, Oregon

D. F. McKenzie Company
1465 Mission Street
Salem, Oregon

D ON CARD
[illegible]

RECEIVED
FOR FILING

COPY FOR MR Williams
From H. B. Glaisyer, Secretary

THE L.H. HAGEN AGENCY
COMPLETE INSURANCE SERVICE
418 Main Street, FACING THE POST OFFICE
Telephone Oregon City 6166

Oregon City, Oregon

July 3, 1952

The Oregon State Highway Commission
Attn: Mr. H. B. Glaisyer, Secretary
SALEM, Oregon

NOTED
W. C. WILLIAMS

Gentlemen:

Thank you very much for your letter of the 1st., dealing with the assignment executed in my favor on Nov. 13, 1950, by The D. F. McKenzie Company.

To answer your inquiry, it is my wish that my claim, covering funds that are still due The D. F. McKenzie Company as a retention item, and totaling $7,192.10, be considered as applicable against the North Powder - Ladd Canyon Job, on which M. L. & C. R. O'Neill are the prime-contractors and The D. F. McKenzie Company were the un-bonded subcontractors for them.

The $7,192.10 item has been verified and acknowledged by the prime contractors, in their letter of March 4, 1952, as correct and, my claim consists of operating capitol advanced to the sub-contractor.

It is hoped that this explanation will be of assistance, but if anything further is needed I shall be pleased to provide it.

Thanking you for acknowledging and favoring me with your comments or instructions at an early date, I am

Very truly yours,

L. H. Hagen Agency

/s/ L. H. Hagen
BY:

LH

COPY

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[illegible] 1952
FOR FILING

[illegible]

3275-

files

3275-

July 1, 1952

The L. R. Hagen Agency
418 Main Street
Oregon City, Oregon

Gentlemen:

We have your letter of June 27 to which was attached a copy of a letter written by yourself to M. L. and C. R. O'Neil concerning an assignment dated November 13, 1950, for cash advanced to D. F. McKenzie operating as a sub-contractor for M. L. and C. R. O'Neil.

We are unable to find a record of this claim in our files and are wondering if you wish to have it considered as a claim on the contract involved. If so, please advise the location of the contract and other descriptive matter that might enable us to identify the contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STRENGTH — STABILITY
Dependable
INSURANCE

THE L. H. HAGEN AGENCY
COMPLETE INSURANCE SERVICE
418 Main Street, FACING THE POST OFFICE
Telephone Oregon City 6166

OREGON CITY, OREGON

June 27, 1952

State Highway Commission
Salem, Oregon

SUBJECT: The D. F. McKenzie Co.

Gentlemen:

The enclosed copy of our letter of June 16, 1952, is self-explanatory and will undoubtedly be of some value in your files--it will be noted that similar copies have gone to the subcontractors and the bonding company.

Very truly yours,

THE L.H. HAGEN AGENCY

by

LHh/ajp

Encl.

BY SECRETARY

NOTED
F. QUERY

Representing NORTHWESTERN MUTUAL FIRE ASSOCIATION • NORTHWEST CASUALTY COMPANY

C O P Y

June 16, 1952

M. L. and C. R. O'Neil
P. O. Box 42
Mitchell, Oregon

Attention: Mr. C. R. O'Neil

SUBJECT: The D. F. McKenzie Co.

Dear Mr. O'Neil:

Furthering our conversation of last week, the Assignment of November 13th, 1950, covers cash advances made by me to provide operating capital for your subcontractor and, therefore, my account is every bit as much of a claim against the job as are any of the supply accounts.

The above statement is made purely because it seemed to be the impression that the material bills should supersede my claim and that the money due me under the Assignment should be applied toward payment of those other obligations.

So that there would be no chance of any misunderstanding on this score, I deem it best to put my stand in writing at this time by merely stating that the Assignment of November 13th, 1950, is very clear and understandable and, in view of the fact that previous payments have been made in accordance with its' terms, there can be no grounds for questioning the arrangement at this late date--and, therefore, I shall expect your prompt payment of the $7,192.10 when you receive it from the State Highway Commission.

Again thanking you for your past cooperation and looking forward to hearing favorably from you as soon as you receive those State funds, I am

Very truly yours,

THE L.H. HAGEN AGENCY

by

LHH/ajp

cc: Mr. D.F. McKenzie
cc: Mr. Tom Sim
cc: The Harvey-Wells-Reed Agency
Attention: Mr. Fred Reed

C O P Y

RECEIVED
JUN 10 1952
FOR FILING

June 9,1952

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to M. L. & C. R. O'Neil on contract No. 3295, for grading and surfacing on the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

This payment, in the amount of $20,224.16, will be released to the contractor on or after June 19, 1952. The retained percentage is $13,514.76.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

6-7-52

RECEIVED
JUN 3 1952
FOR FILING

3305

Salem, Oregon
June 3, 1952

Mr. H. G. Smith

I attach hereto a file having reference to a claim of D. F. McKenzie Company for extra compensation on the Ladd Canyon-North Powder Section, and you will note that under date of May 17 C. R. O'Neil has filed a claim to the State Highway Commission in the amount of $11,217.60.

Previously you have forwarded to me a report of Mr. Bickmore's, in which report Mr. Bickmore did not feel the contractor was entitled to any additional compensation. Mr. Bickmore's report is not conclusive, however, as he does not bring out the difference in the size of shovels used in the different pits nor the fact that the haul from the south pit was considerably less than from the north. Also, I have had no definite information as to whether the sign marking the location did indicate the north pit as claimed by McKenzie.

If our sign definitely indicated the contractor could use the north pit it seems to me we are not on too firm ground in denying any claim. I question the amount of Mr. McKenzie's claim, but I am wondering if we should not attempt to negotiate a nominal settlement rather than let the matter become involved in a legal entanglement. The Bonding Company has called me regarding this, and it is of the opinion from its investigations that O'Neil's original bid as submitted was for the north pit and that the south pit was more difficult to work.

I will appreciate your giving me a full report with your recommendations on this matter, so that I may make an intelligent report to the State Highway Commission at its next meeting if we are to deny the claim in its entirety.

W. C. Williams

Mr. O'Neil's [illegible] [illegible] to Mr. Smith [illegible] by Mr. [illegible] with [illegible] to Mr. Smith

WCW:me
Encl.

RECEIVED
FOR FILING

FORM E-30X 25M 6-51 80116

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

May 20, 1952

SUBJECT:

To:

Mr. Ed McCanse
1502 First St.
La Grande, Oregon

Dear Mr. McCanse:

In an inspection trip over the east end of the new highway through Ladd Canyon I have noticed that the waste water from your irrigation in that vicinity is flowing onto the highway right of way in large amounts, and this water is doing considerable damage in slow erosion on our right of way. I also see where you have been using our borrow pits, approaches, and drainage culverts as a portion of your irrigation system, in spite of the fact that irrigation structures were carefully installed at your request to allow for the proper irrigation of your property.

You should be aware that it is unlawful to dump waste water from irrigation onto the highway right of way in any other location than the proper drainage channel. I would suggest, therefore, that you arrange ditches on your own property to properly take care of the waste water from your fields, and that you discontinue using our highway right of way, borrow pits and culverts as a portion of your irrigation system.

Following is a portion of the Oregon Code pertaining to the above subject: "Any person or persons, or corporation occupying land as owner, proprietor, lessee or otherwise, who wilfully or negligently permits any water from any irrigation or drainage ditch to waste or flow from the lands or premises owned, occupied, leased or rented by him, upon any county road or public highway, or upon the right of way of any county road or public highway, and damage the same, or interfere with the public use thereof, shall be deemed guilty of a misdemeanor and shall be punished by a fine not to exceed $100 or by imprisionment in the county jail, not to exceed sixty days, or by both such fine or (and) imprisonment. Justices' courts shall have concurrent jurisdiction with the circuit courts of all offenses comitted under this act. (L. 1919, ch. 425, Sec. 1, p. 802; O.L. Sec. 1975-1; O.C. 1930, Sec. 14-360.)

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/pd
cc: W. C. Williams
J. C. Hiatt

RECEIVED
MAY 21 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
JUN 1952
FOR FILING

11-321(1)

3295

May 19, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on May 13, 1952 on Contract No. 3295, Ladd Canyon-North Powder Section, in connection with Federal Aid Project No. F-321 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:tp

cc: John Cattrall

Form E-1—10M—11-51

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Final
No. 83

For Week Ending May 17, 1952

Section Ladd Canyon-North Powder

Kind of work Grading & Surfacing

Highway Old Oregon Trail

Section prefix 31-1019 FI-321(1)

Contractor M. L. & C. R. O'Neil

Contract number 3295

Date of contract March 21, 1950

Date of completion Sept. 30, 1951

Date work started April 25, 1950

Estimated date of completion Complete, 19

Amount of contract $ 460,296.50

Per cent of time elapsed 141 %

Estimated cost of completed project, exclusive of engineering $ 451,610.38

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 41,407.40, %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Clean-up and disposal of oversize cinders from shoulder areas was completed this week. This completes the contract.

NOTED
H.G. SMITH

RECEIVED
MAY 19 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed J C Hiett

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing 53383

RECEIVED
1952
FOR FILING

71-321(1)

3295

Salem, Oregon
April 8, 1952

Mr. E. F. Chidsey

Reference is made to your recent inquiry as to the necessity of trucks working on the Ladd Canyon Section being licensed and having P.U.C. permits. You are advised that the Chief Counsel has given us an opinion that it is necessary for the contractor's trucks to be properly licensed and to have P.U.C. permits.

The Chief Counsel rendered this opinion after an examination of the statutes and after contacting both the Secretary of State's office and the Public Utilities Commissioner's office.

W. C. Williams

WCW:lg
cc Mr. H. G. Smith

FORM E-30 25M 9-51 82318

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 4, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Upon receipt of your letter of March 25, 1952, with which was enclosed a letter addressed to Mr. H. G. Smith from Mr. E. F. Chidsey concerning the necessity of the contractor on the Ladd Canyon project of securing licenses and P. U. C. permits for trucks hauling material in connection with this highway construction work, this office made an examination of the statutes and likewise contacted the Secretary of State's office and the Public Utilities Commissioner's office and we find that it will be necessary for the contractor's trucks to be properly licensed and to have P. U. C. permits.

Yours very truly,

CWEnfield
C. W. ENFIELD
Chief Counsel

CWE:avh

RECEIVED
APR 4 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
1952
FOR FILING

[illegible]

[illegible]

Salem, Oregon
March 25, 1952

Mr. C. W. Enfield

Will you please give me an opinion relative to the attached request of Mr. Chidsey having reference to licensing of hauling trucks and PUC permits.

W. C. Williams

WCW:me

Encl.

FORM E-30 25M 1-52 95419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 24th, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Herewith letter from Mr. Chidsey relative to the licensing of hauling trucks on the Ladd Canyon project.

Will you kindly answer Mr. Chidsey's inquiry, as this department is not entirely conversant with the matter, sending a copy of your letter to this office for our information.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 8-50 42268

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
March 21, 1952

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

The status of the Ladd Canyon Project in regard to licensing of hauling trucks has been questioned.

In view of the fact that the Ladd Canyon project is constructed over the route of a county road in part and in part along the route of Highway 30, and that the construction must be kept open for local traffic, is it necessary that contractors trucks hauling the materials on this project be licensed and covered with P.U.C. permits? This question applies only to trucks and hauling equipment not specifically mentioned as construction equipment.

Very truly yours,

E F Chidsey
E. F. CHIDSEY
Division Engineer

EFC/pd

RECEIVED
MAR 24 1952
OFFICE OF
CONSTRUCTION ENGINEER

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FOR FILING
[illegible]
[illegible]

Salem, Oregon
March 24, 1952

Mr. H. G. Smith

Mr. Tom Sim of the D. F. McKenzie Company has advised me that this Company plans to present a claim somewhere in the neighborhood of $10,000 through the prime contractor (C. E. O'Neil) on the Ladd Canyon-North Powder grading and topping project. The contention of claim is according to their version that when the job was bid the designated cinder pit was marked at a certain station with a sign, and this location was at a point where the cinder pit had been opened up and showed the materials to be entirely satisfactory with a minimum amount of stripping, they claim about one foot.

Later we purchased only half of the originally contemplated cinder pit area and required the contractor to obtain the cinders from a point some 600 feet distant from the one marked "for bidders' inspection." They claim that in this area they had to strip from three to six feet and that the materials in general were much harder to handle than in the area indicated to bidders.

Now I know nothing of conditions as encountered during construction operations, and I would appreciate a complete report so that we can either refute the claim in its entirety, or, if there is merit, possibly negotiate a settlement for a nominal amount by price agreement.

W. C. Williams

WCW:me

RECEIVED

FOR FILING

FORM E-80 25M 9-51 52315

7

?

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 23, 1952

SUBJECT: Irrigation Ditch Crossings
Ladd Canyon Section
(LaGrande-North Powder)

To: Mr. W. C. Williams
Ass't. State Highway Engineer
OFFICE

[illegible]
W. C. [illegible]

Dear Mr. Williams:

On December 17th I wrote to you transmitting correspondence with reference to irrigation ditch crossings and storm sewer drainage matters on the LaGrande-North Powder project.

The matter was discussed with you verbally early this month and you advised that you were awaiting a report from Mr. Chidsey. This communication is written to inquire as to the present status of the matter, and, particularly, to ask whether the situation has been satisfactorily settled in the field so that there is no reason for this office to take any further action regarding the matter.

Very truly yours,

J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

Advised by telephone
field study not complete
WCW

JWD:mb

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FOR FILING

7-1-321 M
3215

Salem, Oregon
December 17, 1951

Mr. E. F. Chidsey

I attach hereto a copy of a letter addressed to C. W. Enfield, Chief Counsel, by George Cochran of La Grande, which has been referred to me for an engineering analysis. This letter by Mr. Cochran is in reply to a letter under date of December 7 over the signature of J. W. DeSouza, a copy of which was furnished to you, having reference to irrigation ditch crossings on the La Grande-Ladd Canyon Section.

I am unable to determine from Mr. Cochran's letter whether or not there might be any adverse effects to adjoining property owners by changes in irrigation ditches, or what might develop if the City of La Grande allowed runoff from storm sewers to flow into the area. Therefore, you will please make a thorough investigation of all matters pertaining to possible effect of ditch changes, particularly as such changes might be made by reason of highway development, and make a further analysis of what might happen from the City's plan.

After you have made an investigation of this matter please discuss the same with Mr. Cochran and give me a complete report thereon.

W. C. Williams

WCW:ma

Encl.

cc Mr. Charles H. Reynolds
Mr. H. G. Smith
Mr. J. W. DeSouza

FORM E-90 25M 3-51 47198

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 17, 1951
Salem, Oregon

SUBJECT: Irrigation Ditch Crossings
Ladd Canyon Section
(LaGrande-North Powder)

To: Mr. W. C. Williams
Assistant State Highway Engineer
OFFICE

Dear Mr. Williams:

Herewith I hand you:

(a) Letter of December 13th from Mr. George T. Cochran.
(b) Copy of letter of acknowledgement.
(c) Letter from Mr. Cochran, December 8th.
(d) Copy of letter to Mr. Cochran December 7th, and
(e) Communication from A. R. Benfield, May 11th.

I originally corresponded with Mr. Cochran solely with reference to the question of easements, but, as stated to him in my communication of even date, there are serious engineering questions now involved as to the handling of drainage.

All of the communications being sent you should be returned to this office for our files, but, as stated in the last letter, I will write further to Mr. Cochran if you do not desire to correspond direct.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 5

NOTED
W. C. WILLIAMS

FORM E-432X 80M 5-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 17, 1951

C
O
P
Y

Cochran & Eberhard
Attorneys at Law
First National Bank Bldg.
La Grande, Oregon

Irrigation Ditch crossings
Ladd Canyon Section

Att: Mr. Geo. T. Cochran

Dear Mr. Cochran:

Receipt is acknowledged of your letter of December 13th with reference to irrigation ditch crossings on the La Grande-North Powder Section of the Old Oregon Trail highway.

Your letter goes far beyond what I had in mind when writing to you on December 7th with reference to the matter of easements, and now raises what are purely engineering questions. For that reason your communication is being referred to Mr. W. C. Williams, Assistant State Highway Engineer, together with prior correspondence for an analysis of the situation from an engineering standpoint. It is possible that Mr. Williams may communicate with you directly, but if he does not I will forward to you such report or comments as he may wish.

Very truly yours,

C. W. ENFIELD, Chief Counsel

By
[illegible]
Assistant Counsel

J.D:rl

C
O
P
Y

COCHRAN & EBERHARD

Attorneys at Law

First National Bank Building
La Grande, Oregon

December 13, 1951

Mr. C. W. Enfield
Chief Counsel, State Highway Commission
Salem, Oregon

Dear Sir: RE: Irrigation Ditch Crossings

On yesterday I had a conference with the officers of the Irrigating Canal Company and the Grande Ronde Valley Irrigation Company. Apparently nothing has been done relative to these irrigation ditches except some conferences with some of the land-owners. It develops that the city of La Grande is installing a system of storm sewers which will collect the surface run-off in the city and deposit it in what is known as the Gekeler Slough, south and east of LaGrande. The officers of the ditch companies believe that the ditches are not large enough to carry this extra water and that serious flooding of farmlands will likely occur.

Last night, at the request of the irrigation companies, I talked with the City Commission of La Grande, and they agreed to appoint a committee to investigate and report on the effect of the storm sewer system. From the plans and specifications you have sent me, I notice that there are some storm sewers to be installed in the highway project.

The officers of the ditch companies also wanted to know what effect the change of location of some of the ditches, with the enlargement of the tiled crossings, would have upon the flooding of land in adjacent territory. Last spring there was some serious overflow of land both on the east side of the railroad track and on the west side of the highway. Naturally any increase in such flooding would be very serious. At the meeting with the City Commission last night, it was the thought that the highway commission should join in the investigation, so that a proper solution could be worked out. If one of your engineers could be assigned to that conference, I am sure it would be very helpful. What the result of the investigation might be of course is unknown, because nobody is fully acquainted with the conditions that are bound to arise from the installation of these storm sewer systems.

Last spring I went over the situation south of La Grande with Mr. Benfield, but that was for the purpose of pointing out irrigation ditches and locating crossings of the present railroad and highway. However, I did not at that time represent either of the irrigation companies with regard to this matter, nor am I under any particular employment with them in that regard at the present time. I presume that they will desire my assistance for this purpose, but such employment has not yet developed.

I am sending a copy of this letter to Mr. Chas. H. Reynolds so that he will be informed.

Yours very truly,

/s/ Geo. T. Cochran

Geo. T. Cochran

GTC:J

cc CHR

COCHRAN & EBERHARD

Attorneys at Law
First National Bank Building
La Grande, Oregon

C
O
P
Y

December 8, 1951

Mr. C. W. Enfield, Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir: RE: Irrigation Ditch Crossings -
La Grande-North Powder Section,
Old Oregon Trail

The Grande Ronde Valley Irrigation Company took deeds for its right of way, long prior to the construction of the La Grande-Hot Lake section of the Old Oregon Trail. I believe the deed to the right of way on the west side of the railroad track was given by J. E. Reynolds. He was one of the organizers and stockholders in the Grande Ronde Valley Irrigation Company and as such he may not have given a deed.

The Irrigating Canal Company Ditch has been located since about 1867 or 1868. There are no recorded deeds to that ditch, but of course the long used in that place and the recognized rights of that company have established its easement.

I will get the interested parties of each of the ditch companies together and go over the situation and then confer with Mr. Chilrey. I do not believe there is any need for deeds, unless some portions of the ditches are moved over onto private land. In that case we would have to get permission from the land owner, but I do not believe there would be much difficulty in any event.

Yours very truly,

(sgd) Geo. T. Cochran

Geo. T. Cochran

GTC:l

FORM E-123X 90M 5-51

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

December 7, 1951

C
O
P
Y

Cochran & Eberhard
Attorneys at Law
First National Bank Bldg.
La Grande, Oregon

Re: Irrigation Ditch Crossings
Ladd Canyon Section.

Attention: Mr. Geo. T. Cochran

Dear Mr. Cochran:

Mr. A. P. Benfield, Right of Way Agent for the Highway Commission, wrote in reporting to me stating that he had gone over the section of the revised location of the Old Oregon Trail south of La Grande with you for the express purpose of examining crossings of the irrigation ditches of Irrigation Canal Company and Grand Ronde Irrigation Company, which companies I understand you represent.

Plans for the construction have been prepared and I am advised that arrangements have been made to take care of the various canals, either by the extension of existing structures or by ditch revisions.

For your information, a set of the Federal Aid plans for the La Grande-North Powder Section is being enclosed, and it is hoped that an examination of these plans will disclose that the methods of handling will be found satisfactory.

Mr. Benfield further advises that there are no recorded titles to the canal or ditch rights of way and that you are somewhat in doubt as to how this phase of the matter should be handled. In looking over the plans it appears to me that the ditch crossings are located within the present highway right of way and it is possible that the highway right of way, which I believe was acquired by condemnation proceedings of Union County, would take precedence over the canal rights, although this is a point on which I am not entirely sure. However, it does not appear to be important, as the Highway Commission has no intention of interfering with or disturbing the canal crossings. On the extra widths of right of way, we have acquired the fee title, which title, however, is considered to be subject to at least an implied easement in favor of the ditch companies. Summing it all up, it doesn't appear to me that it should be necessary to go to all of the trouble of [illegible] [illegible] easements in order to take care of the situation technically. If you have a different view of the matter, however, we would be very glad to hear from you.

Very truly yours,

C. W. ENFIELD, Chief Counsel

By
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Enc. Plans

cc: Mr. E. F. Chidsey
Mr. R. W. Conad

FORM E-30X 25M 6-51 50116

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

C
O
P
Y

La Grande, Oregon
May 11, 1951

SUBJECT: Irrigation ditch crossings
Ladd Canyon Section

To: Forrest Cooper
Right of Way Engineer
State Highway Department
Salem, Oregon

Attention: R. L. Porter

Dear Mr. Porter:

Reference is made to your letter of March 25, 1951, regarding right of way for irrigation ditches across the East half of the Southwest quarter (E½ SW¼), Section 9, Township 3 South, Range 38 East, in particular, across property owned by Nellie Spencer, File 10115.

On the morning of May 10, 1951, I went over the Ladd Canyon section of the Old Oregon Trail Highway with Mr. George Cochran, a local attorney and secretary for the Irrigation companies involved. Our new right of way affects irrigation ditches in the following areas:

Right of way across irrigation ditch at Station 123+90. This ditch used by Irrigation Canal Company. Right of way to be moved by channel change between Station 52+77 and 71+00. This ditch used by Irrigation Canal Company.

Ditch crossing existing highway at Station 73+60. This ditch owned by the Grand Ronde Irrigation Company.

Ditch crossing highway at Station 43+00. This ditch is owned by Irrigation Canal Company.

As far as I could determine these ditches are not on property actually owned by these companies. This is why they do not have a recorded title to the land; obtained ownership by reason of years of use.

Mr. Cochran was not sure how this should be handled but suggested that perhaps an easement would be sufficient.

A. R. Benfield

RECEIVED
FOR FILING

71-221

[illegible]

December 3, 1951

Great American Indemnity Company
409 Failing Building
Portland, Oregon

Attention: Mr. Paul S. Hybertsen

Gentlemen:

I thank you for your letter of November 29 advising that a check has been mailed to the United States Department of Agriculture, Forest Service, Whitman National Forest, in the amount of $48.00, covering damages to an underground telephone cable by employees of M. L. and C. R. O'Neil.

I thank you for your prompt cooperation and settlement of this claim.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith

GUSTAV F. MICHELBACHER,
PRESIDENT
WILLIAM J. AHEARN,
EXECUTIVE VICE-PRESIDENT
DANIEL R. ACKERMAN,
VICE-PRESIDENT
JOHN C. EVANS,
VICE-PRESIDENT
JOHN G. LOOSE,
VICE-PRESIDENT

Great American
Indemnity Company
New York

PACIFIC DEPARTMENT
320 CALIFORNIA STREET
SAN FRANCISCO 26

OREGON SERVICE OFFICE
409 FAILING BUILDING
PORTLAND, OREGON

PACIFIC DEPARTMENT

ALFRED W. HILLBACK,
VICE-PRESIDENT

GEORGE E. KELLY,
SECRETARY

J. M. RIEG
SPECIAL AGENT

W. H. GARDNER
CLAIM ADJUSTER

November 29th, 1951

Oregon State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention- Mr. W. C. Williams

Dear Mr. Williams:

Receipt is acknowledged of a copy of your letter of November 19th, 1951 addressed to M. L. and C. R. O'Neil, Creswell, Oregon in regard to certain damages sustained by the underground telephone cable on the Anthony Creek telephone line.

Please be advised that the Great American Indemnity Company has at no time refused to entertain a claim presented in behalf of the United States Forest Service. It appeared, however, from the facts as presented to us that considerable disagreement existed as to whether this line was buried deep enough to allow Mr. O'Neil's equipment to pass over it with safety. Mr. O'Neil felt that in order to do so, the line should have been buried approximately eighteen to twenty-four inches deep and in fact, the line was buried on the average of approximately five or six inches deep. Your letter, however, states that the damage was caused by an employee of Mr. O'Neil's inadvertently tearing out the cable. This being the case, we have this date forwarded our draft in the amount of $48.00 to the United States Department of Agriculture, Forest Service, Whitman National Forest.

Very truly yours,

Paul S. Hybertsen
Paul S. Hybertsen

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DEC 3 1951
OREGON
STATE HIGHWAY COMMISSION

PSH/B

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FOR FILING

71-3-1 (a)

517

November 27, 1951

M. L. & C. R. O'Neil
Route 1
Creswell, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 60 days, from September 30 to November 30, 1951, within which to complete your contract No. 3295 for grading and surfacing on the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

The Highway Commission granted your request for an extension of time with the provision that engineering costs incurred from September 30, 1951 to the date of completion be assessed as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

J. C. Hiatt,
Resident Engineer

R. G. Smith,
Construction Engineer

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FOR FILING

71-321(1)

[illegible]

STANDARD OIL COMPANY OF CALIFORNIA

COPY

Spokane 10, Washington
November 26, 1951

M. L. & C. R. O'Neil

Oregon State Department of Highways
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Thank you for your letter of November 21, 1951.

We should have inquired on Job Number 3295, instead of Number 3285. The O'Neils owe us approximately $1,100 on this Job, which we understand is now nearing completion. In addition, they also owe us rather current balances on Job Number 3385.

We do not intend to file a claim at the present time; however, we may do so in the future.

Sincerely yours

J. R. Hartley

District Credit Manager

TCK:mhs

Noted gl.

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NOV 26 1951
FOR FILING

Cross Referenced To:
adm
U.S. Gov't
Dept. of Agri
Forest Service

November 19, 1951

M. L. & C. R. O'Neil
Route 2, Box 116
Creswell, Oregon

Gentlemen:

We are in receipt of a letter from R. C. Burgess, District Ranger, Whitman National Forest, Baker, Oregon, in which he advises that your surety company, the Great American Indemnity Company, has refused to reimburse the Forest Service in the amount of $48.00 for repairs to the underground telephone cable on the Anthony Creek telephone line, which is the property of the United States Forest Service and the Anthony Creek Telephone Company.

We are advised by Mr. Chidsey that the Forest Service installed this cable under the highway on the Ladd Canyon project and that you were advised of the method and depth of the installation and instructed to protect it. He further states that there was no reason for your equipment to make any excavation in that area, and there is no explainable reason why your employes ripped in and tore out this cable.

Under the circumstances, we must insist that you reimburse the Forest Service in the amount of $48.00 whether your indemnity company reimburses you or not. If this claim is not settled we will be compelled to treat it as a claim against the job and deduct it from your estimate. We prefer not to do that, and request that you advise us immediately this claim has been paid.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

HGS:AR me

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. E. F. Chidsey
Mr. R. C. Burgess
Great American Indemnity Company

FORM E-30X 25M 6-50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
November 13, 1951

SUBJECT:

To:

Mr. H. G. Smith
Construction Engineer
State Highway Commission
Salem, Oregon

RECEIVED
NOV 15 1951
OFFICE OF
CONSTRUCTION ENGINEER

Dear Mr. Smith:

I am submitting herewith a complete file of correspondence regarding a claim by the Forest Service against M. L. & C. R. O'Neil regarding a disruption of Forest Service telephone cable laid under the highway on the Ladd Canyon Project.

This cable was laid under an extremely high fill, the contractor was advised of the installation and was requested to protect it.

In as much as the cable was laid under a proposed high fill it was not considered necessary to bury the cable very deep, as it was not necessary for the contractor's equipment to make any excavation in that area. The contractor's employees for some reason severed the cable with a ripper and why a ripper was used under the fill area has never been explained by the contractor.

The contractor's Surety has refused to pay the damages to the Forest Service and the Forest Service has requested the State to intercede in their behalf.

It is my opinion and the opinion of the resident engineer on the project the Forest Service claim is just and the contractor or the Surety Company should be requested to pay the claim.

Very truly yours,

E. F. CAILEY
Division Engineer

EFC:gb
Enclosures

FORM E-30 25M 9-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Baker, Oregon.
November, 8, 1951

SUBJECT: North Powder River Section.

To:

Mr. E. F. Chidsey
Division Engineer
Oregon State Highway Commission,
La Grande, Oregon.

Dear Sir:

I am forwarding, for your consideration correspondence from Mr. R. C. Burgess, District Ranger of the U. S. Forest Service also an invoice for labor for damages done to undsrground telephone cables which crosses our right of way adjacent to the old location of the North Powder River Road.

I met Mr. Burgess at the time he was requested to remove his overhead telephone line. Shortly there after he installed two telephone cables under ground across our right of way.

The contractors bulldozer broke both cables, apparently not knowing they were there.

It seems to me that the contractor is libel for the damage done. done.

Very truly yours,

O. R. Kennen
Resident Bridge Engineer

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
WHITMAN NATIONAL FOREST

O
IMPROVEMENT - Whitman
Anthony Creek Telephone Line

Baker, Oregon

October 29, 1951

Mr. Roy Kennon
Resident Bridge Engineer
Oregon State Highway Department
Baker, Oregon

Dear Mr. Kennon:

Reference is had to our telephone conversation of last week.

I am sending copies of Sorenson's bill for repairing the cable break, also related correspondence.

The contractor has not done the right thing on this bill and we will appreciate your cooperation in seeing that Mr. Sorenson gets his money.

Your cooperation all the way through on this matter is appreciated.

Very truly yours,

R C Burgess

R. C. BURGESS
District Ranger

COPY

STATEMENT FOR LABOR

To: M.L. & C. R. O'Neil & George E. Berry,
Contractors, North Powder, Oregon

From: Ed. N. Sorenson, North Powder, Oregon

On December 23, 1950 - 4 hrs. @ $2.00 per hr.
On January 13, 1951 - 16 hrs. @ 2.00 per hr.
On January 15, 1951 - 4 hrs. @ 2.00 per hr.

Total 24 hrs. @ $2.00 per hr.

Amount due $48.00 for repairs to underground telephone cable on Anthony Creek telephone line, property of U. S. Forest Service and Anthony Creek telephone company.

Submitted by Ed. N. Sorenson through office of District Ranger, Whitman National Forest, Baker, Oregon.

/s/ R. C. BURGESS
District Ranger
3/21/51

COPY

O
IMPROVEMENT - Whitman
Anthony Creek Telephone Line

Baker, Oregon

May 23, 1951

Mr. Paul S. Hybertsen
Great American Indemnity Co.
409 Failing Building
Portland 4, Oregon

Dear Sir:

Your letter of May 15, 1951, has been received.

State Engineer Kennon of the highway department, staked the location of this cable crossing, and stated that there was no excavation to be made, but area was to be covered by a twenty foot fill. A furrow was plowed and the cable layed in the bottom of the furrow, then backfilled to be sure no damage would occur.

The construction superintendent was notified of the crossing and our understanding was that the cat driver was not, and he inadvertently lowered the dozer blade and accidently ripped out the cable.

Very truly yours,

/s/ R. C. BURGESS
District Ranger

COPY

GREAT AMERICAN
INDEMNITY COMPANY
NEW YORK

Oregon Claim Department
409 Failing Building

Portland 4, Oregon

May 15th, 1951

District Ranger,
Whitman National Forest
Baker, Oregon

Dear Sir:

Your statement for labor dated March 21, 1951 and addressed to M. L. and C. R. O'Neil and George E. Berry outlining the labor necessary to effect certain repairs to the underground telephone cable on the Anthony Creek Telephone line has been referred to this writer for acknowledgement and reply.

Our assured reports to us that prior to the time that operations were commenced on this project, your office was seasonably notified that it would be necessary to move and place this telephone line under ground to enable them to construct the highway fill over this line. They indicate that damage was sustained to this line by virtue of the fact that it was not buried deep enough for their equipment to pass over with safety. They feel that in order to do so, the line should have been buried approximately eighteen to twenty-four inches deep when in fact the line was on the average buried approximately five or six inches deep.

Under such circumstances, it would appear that no liability should accrue on behalf of our assured for the damage sustained. In the event there are other factors involved regarding this damage of which we are not aware, we would be pleased to give the matter our further consideration.

Sincerely yours,

/s/ Paul S. Hybertsen

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FOR FILING

91-331(1)

3295

October 31, 1951

Request for extension of time
No. 13
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. L. and C. E. O'Neil for an extension of time on Contract No. 3295, Ladd Canyon - North Powder Section of the Old Oregon Trail Highway, from September 30, 1951 to November 30, 1951.

Had the contractor provided sufficient equipment to balance his operations at the commencement of the project, he would have been able to complete the grading last fall and the cinder topping this summer well within the time limit.

The engineering costs on this project have been abnormally high due to the necessity of constantly replacing stakes which were destroyed during the contractor's operations, which expense could have been considerably reduced had the contractor made any effort to preserve the necessary stakes.

For these reasons, I would recommend that the extension be granted with the assessment of an engineering penalty from September 30, 1951 to the date of completion. Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh lg
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED

FOR FILING

FI 321 (1)

3295

October 24, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3295, Ladd Canyon - North Powder Section of the Old Oregon Trail Highway, Ore. FI-321 (1), from September 30th, 1951, to November 30th, 1951, to M. L. and C. R. O'Neil, Contractor.

Had the contractor provided sufficient equipment to balance his operations at the commencement of the job, he would have been able to complete the grading last fall, and to have completed the cinder topping this summer well within the time limit.

Engineering costs on this project have been abnormally high due to the necessity of constantly replacing stakes which were destroyed during the contractor's operations, and which expense could have been considerable reduced had the contractor made any effort to preserve necessary stakes.

For these reasons, I would recommend that the extension be granted with the engineering penalty to be assessed from September 30th, 1951, to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

RECEIVED
1 1951
FOR FILING

17-[illegible](1)

2275

Salem, Oregon
September 17, 1951

Mr. J. M. Devers
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

Attached hereto, for further handling by you, are two fully executed copies of a Receipt & Release from Sunny Slope Irrigation Ditch Company, North Powder, Oregon, releasing the Highway Commission from all claims for damages by reason of road construction on property located on the SW¼ of the SE¼ of Section 9, Township 6 South, Range 39 E.W.M.

Secretary

FH
attach: 2

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FOR FILING

AGENDA
[illegible]

NoA 141

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 10, 1951

SUBJECT: File 17686

To: Mr. H. B. Glaisyer
Secretary, Highway Commission
OFFICE

Dear Mr. Glaisyer:

Herewith I hand you original and first carbon copy of form of receipt and release between the Sunny Slope Irrigation Ditch Company and the State Highway Commission. This form was prepared by Mr. George T. Cochran, attorney for the ditch company, and has been approved by Mr. Devers.

After execution by the State Highway Commission, please return both copies direct to me for further handling.

The payment of the sum of $750.00 called for by the agreement was approved by the State Highway Commission on May 24, 1951.

Very truly yours,

J. M. DEVERS

By J. W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:mb
Encs. 2

cc: File 15721

REFERRED TO
[illegible]
BY SECRETARY

A [illegible]

NoA

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JUL 2 . 1951
FOR FILING

FORM E-90X 25M 9-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 20, 1951

SUBJECT: File No. 15714-A - Frost
Ladd-Canyon Section

To: Mr. E. F. Chidsey
Division Engineer
State Highway Department
La Grande, Oregon

NOTED
W. C. WILLIAMS

As you know, we have acquired the Bickmore lease on the Frost (Glen) cinder pit on the Ladd-Canyon project. Under the terms of this lease we could remove material for 2 cents per cubic yard royalty.

I am told that we will probably need something in excess of 300,000 cubic yards at this time and possibly more later. If this is true it would seem to me that we should make an effort to acquire fee title to the Glen tract. I understand that investigations and surveys are being made with the idea of cutting the area to that occupied by usable cinders. If this is correct I would suggest that copies of the revised descriptions and a sketch be furnished to Mr. Benfield and Mr. Massee and I will instruct them to see what can be done toward acquisition.

I understand that Glen has been asking $10,000 for the entire taking. This, I assume, would be reduced as the area is reduced. I am told that this material is needed immediately and would appreciate anything you could do to expedite a decision on this matter.

Forrest Cooper
Forrest Cooper
Right of Way Engineer

FC:mmh

cc: Mr. W. C. Williams
Mr. H. G. Smith
Mr. Benfield
Mr. Cal Massee

RECEIVED
JAN 8 - 1951
FOR FILING

71-321 (1)

3295

Salem, Oregon
January 8, 1951

File: 15844
Ladd Canyon-North Unit Sec.
Old Oregon Trail

Mr. J. M. Devers
Chief Counsel
Office

Attention: Mr. Forrest Cooper

Attached hereto, for further handling by you, are two fully executed copies of a lease with Arthur J. McCall for 22.92 acres on the Ladd Canyon-North Unit Section of the Old Oregon Trail Highway.

Secretary

rn
attach: 2

FORM E-30 25M 5-50 40800

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

December 22, 1950
Salem, Oregon

SUBJECT: File: 15844
Ladd Canyon-North Unit Section
Old Oregon Trail

To: Mr. H. B. Glaisyer
Secretary
Office

REFERRED TO
Glaisyer
By Asst. Chief Engineer

Dear Mr. Glaisyer:

The State Highway Commission on the right-of-way resolution of December 19 approved our lease with Arthur J. McCall for 22.92 acres on the Ladd Canyon-North Unit Section of the Old Oregon Trail Highway.

Will you please secure the approval of the State Highway Engineer or the Assistant State Highway Engineer on the two lease forms attached and then secure the signatures of the Highway Commissioners. Both forms should be returned to this office for further processing.

Very truly yours,

J. M. DEVERS
By Forrest Cooper
FORREST COOPER
Right of Way Engineer

EFS:ejw
Encl.

Williams
BY SECRETARY
[illegible]

December 19, 1950
H B Glaisyer
Secretary

RECEIVED
3 - 1951
FOR FILING

CHAS. E. STRICKLIN, STATE ENGINEER
SECRETARY
STATE RECLAMATION COMMISSION
HYDROELECTRIC COMMISSION OF OREGON

STATE OF OREGON
OFFICE OF THE
STATE ENGINEER
WATER RESOURCES DEPARTMENT
SALEM

ADDRESS ALL COMMUNICATIONS
CHAS. E. STRICKLIN, STATE ENGINEER
SALEM, OREGON

AND REFER TO
FILE NO. ______________

II-221(1)

3.15

December 15, 1950

NOTED
W. C. WILLIAMS

NOTED

Mr. H. G. Smith
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Dear Mr. Smith:

In compliance with your request and instructions, an examination was made on November 26, 1950, of the revision in the location of the Sunny Slope Irrigation Company's canal and lateral for the construction of the crossing of the new LaGrande-Ladd Canyon section of the Oregon Trail Highway.

Present at the time were Mr. E. F. Chidsey, Division Engineer, Mr. Earl Bickmore, Assistant Engineer, and Mr. Hiatt, Resident Engineer, of your organization; and Mrs. Parker, President, Mr. George Cochran of LaGrande, attorney, Mr. Burleson, and two other members of the Irrigation Company.

The revision made by the Highway Department, to which the Irrigation Company objects, consisted of moving a check and turnout from its location 40 feet more or less upstream from the new highway crossing, to about 250 feet downstream. The lateral is parallel and adjacent to the canal through this reach and for a short distance downstream, but in elevation two to three feet below. This eliminated the requirement for a second culvert under the highway.

The representatives of the Irrigation Company insist that this arrangement will not work, that the turnout had been tried in a number of locations including the present one and that they had had trouble with it until placed at the site from which it had been moved. They insist that it be returned to this site and that a second crossing of the highway be provided.

From the appearance of this section of the canal and without going into the hydraulics that are involved (data for which is not available) it is believed that the difficulties had, as related by the members of the Company, are caused by the 3 barrelled, 24 inch diameter concrete pipe culvert under the county road about 500 feet below the new crossing of the highway and the flat grade and the need for a thorough cleaning and enlargement of the canal below. This forms a bottleneck that has a checking effect with a resultant raise in the water surface which in turn caused the banks to overflow and the turnout to wash out.

It is probable that the turnout in the original site above the new crossing did provide some relief from these difficulties as claimed by the canal users. Reducing the amount required to be carried through the slow velocity section of the canal between the turnout and the county road crossing would relieve this condition to a considerable extent. However, the new 3 x 8 concrete box culvert and the canal, as cleaned out and enlarged, portion of the revision made by the Highway Department, it is believed, will also be effective in eliminating these difficulties, but the new turnout constructed as part of the revision is not satisfactory. This structure is of timber, poorly designed and poorly installed and it is doubtful if repairs can be made so that a satisfactory structure will result without tearing it down and completely rebuilding. A new design should be prepared which should include provisions for a drop in the water surface from canal to lateral of from 2 to 3 feet to prevent cutting that might result in the structure being washed out.

With the replacement of the turnout, with one properly designed and installed, it is believed that operating conditions will be restored to at least as good as they were prior to the revision, but also that satisfactory conditions will not be had until the culvert under the county road is removed or replaced with one of larger cross sectional area and the canal below is enlarged or given a thorough cleaning out.

It is suggested that the Highway Department remove or replace the culvert and that with the new turnout installed as has been previously suggested, the canal be tried out for a season. It is believed that operating conditions through this section of the canal will have improved to the extent that no further demand to restore the turnout to its original location will be made.

Yours very truly,

Ferd Schlapkohl
Ferd Schlapkohl
Assistant to State Engineer

FS:bl

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NOV 22 1950
FOR FILING
FORM E-30 25M 6-50 42266

F1-3[illegible]

3315

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21st, 1950

SUBJECT:

Indexed Alphabetically
Sunny Slope Irrigation Co

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #2302, argument with the Sunny Slope Ditch Company on the Ladd Canyon-North Powder Section.

I am sending Mr. Schlapkohl of Mr. Stricklin's office over there on Tuesday to look over the project and make recommendations.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

ber 9, 1950

No. 2302 wcw
By

scription: J. M. Devers' letter of November 6 concerning complaint by Sunny Slope Ditch Company regarding irrigation ditch crossing newly constructed Ladd Canyon Section of US30, copy of Mr. Cochran's letter of November 2 attached

Acknowledged by _____ Referred to _Smith_________

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received _11-22-50_

Remarks: Chidsey thinks box culvert adequate. Should we stand pat and face suit, hire consulting engineer, or put in another box. WCW

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 6, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Williams:

You will recall that I wrote you some time ago concerning a complaint made by the Sunny Slope Ditch Company in Union County to the effect that what the Highway Department has done to the company's system is now satisfactory but is, in fact, detrimental.

I have had further correspondence with Mr. Cochran who is attorney for the ditch company, and I hand you a copy of the last letter I received from him.

It is my advice that we confer with Mr. Cochran and his clients and work out a solution which will be satisfactory to the ditch company. I do not believe we will be safe in asking that the ditch company give our plan a trial because a crop failure could be expensive as well as disastrous. I therefore recommend that we assign someone to contact Mr. Cochran and that we try to follow the company's recommendation.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:JK
Encl.

RECEIVED
NOV 9 - 1950
OFFICE OF
[illegible]

C
O
P
Y

Cochran & Eberhard
Attorneys at Law
First National Bank Building
La Grande, Oregon

November 2, 1950

Mr. J. M. Devers, Attorney
State Highway Commission
Salem, Oregon

Dear Mr. Devers: In re: Sunny Slope Ditch Company

Your letter of October 30th duly received.

I note the suggestion of Mr. Williams relative to the turn out box and I discussed this matter with the Sunny Slope directors. Their reaction to this suggestion is this wise: If we permitted the present concrete culvert to remain for the sole ditch way and there happened to be a failure in the delivery of water on their crops next year, then they would have a damage claim for destruction of the value of their farms which might amount to one hundred thousand dollars, as well as the loss of the crops on about two thousand acres of land which could easily amount to another one hundred thousand dollars. If they demanded that the State of Oregon pay this damage there would, no doubt, be a refusal. Then there would be a long drawn out matter of law suits.

On the other hand, the old division point on the West of the highway with culverts for both the upper ditch and the lower ditch was located by reason of experiments carried on by the waters to secure proper supply of water and those rights of ways and method of diversion of water have been heretofore successful. They are all very fearful about its modification and about what would happen in case the changed method of division proved unsuccessful.

While I know that another culvert placed across the new highway and the diversion box placed West of the highway may cost from three to five thousand dollars, yet I believe it is better that another culvert should be placed on the line of the lower ditch with the diversion box placed West of the present constructed highway rather than to run the risk that the water users of the Sunny Slope Ditch Company now fear to take.

I will be glad to cover the territory with your engineer, locate a second culvert and then get the board of directors of the Sunny Slope Ditch Company together and have them approve it in their minutes. In this way I am sure the whole controversy would be fully settled and a grave danger avoided.

Yours very truly,

GTC:rs

/s/ Geo. T. Cochran

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32-95

Salem, Oregon
October 27, 1950

Mr. J. M. Devers

Reference is made to the controversy relative to an irrigation ditch of the Sunnyslope Irrigation Company crossing the newly constructed Ladd Canyon Section of US30 in Union County. I note Attorney Cochran's letter to Mr. Chidsey in which he states that litigation appears to be necessary.

There seem to be two questions involved, one being that the structure as constructed by the State will not carry a sufficient amount of irrigation water. The second is that a wooden diversion box in the ditch was replaced by a wooden box, whereas the ditch company demanded that the replacement be a concrete structure.

As a matter of attempting to settle this, may I suggest that you ask Mr. Cochran if the State will replace the diversion or turnout box with a concrete structure and then give the concrete structure carrying the irrigation ditch a fair trial, we can determine if more is necessary. If the present culvert will not carry the irrigation waters required, we most certainly will remedy the condition by installation of an additional structure. We feel, however, that the present structure is entirely satisfactory from a capacity standpoint, and it should be given a fair trial before additional moneys are expended that might be wasted.

W. C. Williams

WCW:me

FORM E-30 25M 8-50 40900

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 26, 1950

SUBJECT:

NOTED
W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

I have read your letter of the 20th and the copy of Mr. Chidsey's letter of the 19th both of which have to do with the complaint made by the Sunnyslope Irrigation Company concerning the matter in which we propose to transport the company's irrigation water.

I have a letter today from Mr. Cochran in which he says:

> "While the highway department purchased a right of way from the owner of the land, yet no arrangements had been made relative to the easement which the ditch company holds for the transportation of irrigation water to its water users. The stockholders of the Sunnyslope Irrigation Company recently held a meeting and decided to ask me to bring proper legal proceedings to protect them in their irrigation rights. I do not know whether there is anything we can do to prevent a lawsuit, but I am advising you of this difficult situation so that if you have any suggestions we can try to work them out."

It is possible that the location and construction of ditches which are to serve as irrigation ditches may require conformance with engineering principles which are not involved in the location and construction of ditches for drainage purposes.

It appears that the irrigation company is not going to accept our proposed method willingly but will resort to litigation to determi the issues.

May I suggest that this matter be given some further study. I have asked Mr. Cochran to postpone any litigation until we can study the subject a bit further.

Yours very truly,

J. M. DEVERS

JMD:jk

FORM E-30 25M 7-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 25, 1950

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Sir:

I am enclosing herewith a copy of a letter from Cochran and Eberhard in connection with the reconstruction of the Sunnyslope ditch on the Ladd Canyon-North Powder Section.

I would recommend that the State employ an Irrigation Engineer whose reputation and ability are above question and have him investigate the conditions and present installations on this ditch and furnish us with a report of suggested improvements. Also use him as our witness in case the threatened law suit goes to court.

Very truly yours,

E. F. Chidsey

E. F. CHIDSEY
Division Engineer

EFC/hw
enc.

C
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P
Y

C
O
P
Y

COCHRAN & EBERHARD
Attorneys At Law
First National Bank Building

La Grand, Oregon

October 24, 1950

Oregon State Highway Commission
La Grande, Oregon

Attention Mr. Chidsey

Gentlemen: RE: Sunnyslope Ditch Company
North Powder, Oregon

Since I conferred with you the other day, the stockholders of the Sunnyslope Ditch Company have held a meeting and determined that they would not accept the construction work for their ditch as the highway department has installed it.

They have asked me to demand that the culverts be installed on the line of the old ditches. They have asked me what kind of legal proceedings they should bring, and in due course I will be compelled to advise them concerning such a proceeding.

The construction of a culvert for each of the ditches would mean at least another culvert constructed across the highway and the division box to be installed west of the highway. Some of the stockholders declare that the present culvert will have to be rebuilt.

I know that your authority in these matters is limited and it may be necessary to have a lawsuit to straighten things out. However, if there is anything further you think you can do in the matter, please advise me.

Yours very truly,

Geo. T. Cochran /s/
Geo. T. Cochran

GTC;J
cc JMD

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FOR FILING

I-221(1)

[illegible]

Salem, Oregon
October 20, 1950

Mr. J. M. Devers

You recently requested that I make an investigation of an irrigation ditch on the Ladd Canyon project, which was the subject of a letter addressed to Mr. Chidsey by Mr. Cochran of the law firm of Cochran and Eberhard, La Grande. You furnished a copy of Mr. Cochran's letter to Mr. Chidsey.

I hand you herewith a copy of a report I have just received from Mr. Chidsey, which I believe covers this matter quite fully.

It is my opinion that the State should not be required to install additional facilities in this irrigation ditch until the owners of the ditch have had a chance to see whether or not our structure will satisfactorily carry the irrigation waters. We are certain that our structure will carry more water than other installations in this same ditch.

W. C. Williams

WCW:me

Encl.

[illegible]EIVED
OCT 23 1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
October 19, 1950

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Shortly after you called this morning Mr. Cochran of Cochran and Eberhard called at my office and we discussed the Sunny Slope Irrigation Company's problem on the Ladd Canyon Project.

I informed Mr. Cochran that we had spent considerable time investigating the conditions, fall of the ditch, sizes of other structures in the ditch, and that we could positively state that our structure would carry more water than structures now in the ditch provide for.

We have on several occasions met with officials of the Sunny Slope Irrigation Company, gone over the work on the ground and apparently had satisfied them in regard to our construction. However, after a few days have elapsed they again bring the matter up and insist that we have altered their ditch to the extent that it will no longer carry the amount of water required for their use, in spite of the fact that we have installed a 3x8 box culvert and constructed a wooden turn out box approximately 150 feet below our structure. This turn out box divided the flow into two separate ditches. 300 feet below the turn out box these ditches pass under the county road through 3, 24-inch pipes in each ditch. These 6, 24-inch pipes have a total area of approximately 18.8 square feet with a very poor flow factor. Our box culvert has an area of 24 square feet with a low coefficient of friction and will carry approximately twice the volume of water which could be put through the 6, 24-inch pipes in the two ditches which it serves.

The Directors of the Sunny Slope Irrigation Company have complained because we installed a wooden diversion box to replace a wooden box of the same design which originally served as their diversion. They claim that this wooden box will wash out and at one time requested that we replace it with a concrete box. They also requested that we move the diversion box back to the west side of the highway and construct another 3x8 box culvert under the highway in the lower ditch. This I consider an unnecessary expenditure as our present installation will provide sufficient flow to take care of their ditch both above and below our crossing.

Mr. Cochran feels that we have made ample provision for the water carried in the ditch and informed me that he would attempt to persuade the owners to accept our present installation. He is, however, doubtful as to the outcome. He feels that we may have to make further concession before the matter is fully settled.

Very truly yours,

E. F. CHIDSEY
Division Engineer

EFC/hw
cc - 4

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1950
FOR FILING
FORM E-50 25M 5-50 40300

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 10, 1950

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

After my conference with you and Mr. Baldock concerning the complaint made by Cochran & Eberhard of La Grande about the Sunny Slope Irrigation Company, I followed your suggestion and advised the attorneys that you were going to have a complete investigation made before the matter goes to the Commission. I suggest that you have whoever makes the investigation call at the office of Cochran & Eberhard and get full details concerning the nature of the complaint. I think better results will be accomplished if that is done.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:jk

Salem, Oregon
September 25th, 1950

Mr. E. F. Chidsey
Division Engineer
State Highway Department
LaGrande, Oregon

Dear Sir:

I enclose herewith copy of a telegram received from the Sunnyslope Irrigation District regarding the culvert on the North Powder-Ladd Canyon Section.

It is my understanding that the culvert was located after a conference with the directors of the District, and that the culvert was built at a 45° angle with the centerline, which was more practical than the small angle at which the ditch originally crossed.

Will you kindly meet with the directors of the District and clear up any misunderstanding which they may have concerning this culvert.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

ASSIGNMENT

No. 2187
pt. 21, 1950
By W

cription: Telegram from Sunnyslope Irrigation Company re road construction near North Powder where contractor has constructed culvert for company use at different place from company's R/W

Acknowledged by _____ Referred to Smith ✓ __________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for ________________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received 11-22-50

Remarks: Mr. Libby has investigated. Culvert is complete.
WCW

RAPH YOUR
NGRATULATIONS
IT'S THE EXTRA-SPECIAL WAY
Call WESTERN UNION from any telephone

ESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

SYMBOLS
DL = Day Letter
NL = Night Letter
LC = Deferred Cable
NLT = Cable Night Letter
Ship Radiogram

day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

0B202

Q PRA727 PD=RA LA GRANDE ORG 20 1101A=

SEP 20 PM 2 40

STATE HIGHWAY COMMISSION=
SALEM ORG=

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

CONTRACTOR ON ROAD CONSTRUCTION NEAR NORTH POWDER HAS CONSTRUCTED CULVERT FOR COMPANY USE AT DIFFERENT PLACE FROM COMPANYS RIGHT OF WAY. DEMAND IS HEREBY MADE FOR CULVERT TO BE PLACED ON OUR RIGHT WAY=

SUNNYSLOPE IRRIGATION CO BY VIOLET PARKER PRESIDENT
NORTH POWDER OREGON=

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

RECEIVED
NOV 2 - 1950
FOR FILING

II-361(1)

[illegible]

Salem, Oregon
November 2, 1950

Mr. J. M. Devers
Chief Counsel
Office

Attention: Mr. J. W. DeSouza

We have received in this office a fully executed copy of the agreement between the State Highway Commission and the O. W. R. & N. and Union Pacific Railroad Companies covering the North Powder overcrossing project on the Ladd Canyon Section of the Old Oregon Trail in Union County.

This agreement is being filed as railroad agreement No. 361.

Secretary

rn

sc - Mr. G. S. Paxson

RECEIVED
FOR FILING
FI-321(1)
3295

Indexed
Alphabetically
McLaren, W. B & Elizabeth

RECEIVED
AUG 17 1950
LEGAL DEPT.

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 15, 1950

SUBJECT: File No. 16133
Ladd Canyon Section
Old Oregon Trail Highway

To:

Mr. Malcolm Hawke, Auditor

OFFICE

Attention Mr. Don Taylor: ✓

Dear Sir:

Will you please cancel or place a stop order against State Highway Fund Voucher No. 9838 in the sum of $1600.00, payable to William B. and Elizabeth McLaren, and return one copy of this letter to us so that we can secure Mr. Glaisyer's approval on a new voucher.

This new voucher for the same sum is to be paid out of the Revolving Fund to the McLaren's as the original deed, voucher and title report were lost in transmittal somewhere between our main office and the issuing a warrant from the Secretary of State's office.

Very truly yours,

J. M. DEVERS

By E. F. Saling
E. F. Saling

EFS:rw

The above voucher No. 9838 cancelled, date 8-17-50 by C.H. Maison files

RECEIVED
NOV 1 - 1950
FOR FILING

71-321 (1)

2295

August 4, 1950

Memorandum To The Commission:

Attached, for your approval, is the original and one carbon copy of an easement agreement between the Oregon-Washington Railroad and Navigation Company and the State of Oregon relative to the North Powder Overcrossing Project on the Ladd Canyon Section of the Old Oregon Trail in Union County.

It is planned that bids will be received on this project at the Commission Meeting on August 21 and 22, and the agreement is being sent to you for signature prior to the meeting. It has been approved as to form and legality by Mr. J. N. Devers, and also approved by Mr. R. H. Baldock, State Highway Engineer. Please place your initials on Page 3, at the top of the page, where several words have been crossed out.

Secretary

FAQ:amc
Attach:

returned to this office
signed by Com. 8-16-50
both copies to the Oregon-
8-16-50 for sig of RR

rec in mail 8-17-50

for filing of copy &
filed 11-1-50

FORM E-30 25M 1-50 37838

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

July 31, 1950

SUBJECT: File Pux 3

To:

Mr. H. B. Glaisyer
Secretary

OFFICE

Dear Mr. Glaisyer:

Herewith I hand you for execution by the State Highway Commission original and duplicate copy of agreement between Oregon-Washington Railroad & Navigation Company and Union Pacific Railroad Company and the State Highway Commission relative to the North Powder Overcrossing project. These were taken by Mr. Devers for execution by the Highway Commission on the last trip but he advises that the Commission did not get around to signing the instrument at that time.

The project is being advertised for bids to be received at the next meeting and it would be very desirable if the forms could be sent out to the individual Commissioners for execution without waiting for the next regular meeting.

After execution by the Commission, kindly return both copies direct to me.

Very truly yours,

J. M. DEVERS

By J. W. DeSousa

J. W. DeSOUZA
Assistant Counsel

Mr Glaisyer
Commrs should initial
change top of page 3

JWD:ms
Enc. 2

REFERRED TO
Mr. Baldock
BY SECRETARY

to sign, 8/1 9k.

NOTED
W. C. WILLIAMS

RECEIVED
AUG 21 1950
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FI-321(1)

3295

Agenda
7-10-50
7-R

Indexed
Alphabetically

McCanse, E. R.

Salem, Oregon
July 17, 1950

Your File No. 15717

Mr. Forrest Cooper

I am returning to you herewith, for further handling, the deed in connection with land to be deeded to Edson R. McCanse along the Ladd Canyon Section of the Old Oregon Trail Highway in Union County, which has been fully executed by the State Highway Commission.

Secretary

amc
Attach.

ATTEST PLEASE
&
SIGN NOTARY

return deed to Cooper

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AGENDA
JUL 1 0 1950

7-14

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 19, 1950

File No. 15717
Ladd Canyon Section
Old Oregon Trail Highway

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Dear Sir:

When we acquired the right of way from Edson R. McCanse for the Ladd Canyon Section of the Old Oregon Trail Highway in Union County, we agreed to deed Parcel 3 being acquired from Ben and Dorothy Blais to Edson R. McCanse as part of the consideration for his right of way. Both transactions with this exchange noted thereon were approved on the March 20th, 1950, Resolution.

Will you please secure approval of the State Highway Engineer, or the Assistant State Highway Engineer, on the form attached hereto and transmit for signatures of the Commission. The fully executed deed should then be returned to this office for transmittal to Mr. McCanse.

Yours very truly,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

EFS/bdr
Enc.

REFERRED TO
Mr Baldock
BY SECRETARY
to sign, if OK

AUTHORIZED BY HIGHWAY COMMISSION
Date March 20, 1950
HBGlaisyer Jr
Secretary

see page 16675 of the minutes "A"

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ENDA
JUL 10 1950

7-12

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 19, 1950

File No. 15717
Ladd Canyon Section
Old Oregon Trail Highway

Mr. H. B. Glaisyer
Secretary
State Highway Commission
Office

Dear Sir:

When we acquired the right of way from Edson R. McCanse for the Ladd Canyon Section of the Old Oregon Trail Highway in Union County, we agreed to deed Parcel 3 being acquired from Ben and Dorothy Blais to Edson R. McCanse as part of the consideration for his right of way. Both transactions with this exchange noted thereon were approved on the March 20th, 1950, Resolution.

Will you please secure approval of the State Highway Engineer, or the Assistant State Highway Engineer, on the form attached hereto and transmit for signatures of the Commission. The fully executed deed should then be returned to this office for transmittal to Mr. McCanse.

Yours very truly,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

EFS/bdr
Enc.

REFERRED TO
Mr Baldock
BY SECRETARY
to sign, if OK

AUTHORIZED BY HIGHWAY COMMISSION
DATE March 20, 1950
H B Glaisyer
SECRETARY

see page 16675 of the minutes "A"

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FOR FILING
FORM E-30 25M 6-49 32802

[illegible] 1950

1a

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 28, 1950

SUBJECT: Our Files 15716 and 15716 A
E. R. McCanse
Ladd Canyon Section
Old Oregon Trail Highway

To:

Mr. H. B. Glaisyer:
Secretary

OFFICE

Dear Mr. Glaisyer:

As a part of the negotiation with Mr. E. R. McCanse on the Ladd Canyon Section of the Old Oregon Trail Highway we are obligated to move and rebuild his cattle feeding corrals and fence.

As Mr. McCanse was out of town this part of the settlement was not included in the normal right of way negotiation which was approved by the Commission at the last meeting.

We have now reached an agreement with Mr. McCanse for the sum of $6,563.68. Will you please place this matter on the agenda so that Mr. Cooper may present it April 3, 1950.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

included in r/w resolution

R. E.

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FOR FILING
FORM E-30 25M 6-49 32803

Adm
Permits
[illegible]

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1950

SUBJECT: Our Files 15716 and 15718
Edson R. McCanse
Ladd Canyon Section
Old Oregon Trail Highway

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

We have taken an option from Edson R. McCanse on the Ladd Canyon Section of the Old Oregon Trail Highway. Mr. McCanse requests the following accesses:

Farm crossings at Stations 882, 923+50, 1032+50 and 1192+00, and private accesses at Stations 852+50 and 883+00.

We recommend that these accesses be granted and your approval thereof is requested.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

APPROVED:

W. C. Williams, Assistant State Highway Engineer

Copy sent to Porter

RECEIVED

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Department of Comme
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 22, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-321(1)
Ladd Canyon-North Powder Section
The Old Oregon Trail

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

State Oregon
Project No. FI-321(1)

Federal-aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of May, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1949, a program, which was approved on the 17th day of November, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of March, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of three hundred four thousand and 00/100 dollars ($304,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 475+65 in the SE¼ Section 23, T. 4 S., R. 38 E., W.M., and survey station 1203+00 in the SE¼, Section 22, T. 6 S., R. 39 E., W.M., without exception, length 13.582 miles, in Union County, being Oregon Federal-aid project No. FI-321(1) consisting of 13.578 miles of roadway and one bridges~~, each~~ of more than 20 feet clear span, 0.004 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

10—11870-2

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of three hundred four thousand and 00/100 dollars ($304,000.00), which does not exceed the authorized Federal pro rata share of five hundred six thousand three hundred twenty-six and 15/100 dollars ($506,326.15), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer

(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon

(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: Chapter 529, Laws 1939

(Include reference to statute authorizing funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch

Division Engineer,
Public Roads Administration.

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71-321 (1)

3295

April 28, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 25, 1950 on Contract No. 3295, Ladd Canyon-North Powder Section, in connection with Federal Aid Project No. FI-321 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:nd

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April 21, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Ladd Canyon-North Powder Section, Project No. FI-321 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMM:ge

Encl.

Oregon State Highway Department Federal Aid Project No. FI-321 (1)

LADD CANYON-NORTH POWDER SECTION
OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 13, 1950

Type Code 0011

4-lane Roadway (Sta. 475+65 to 508+00)(Sta. 676+00 to 784+00)

All Required		Clearing and Grubbing (20%)		$ 4,062.00
70	cu. yds.	Trench Excavation, Unclassified	$ 2.00	140.00
211,000	cu. yds.	General Excavation, Unclassified	0.30	63,300.00
754,000	yd. sta.	Short Overhaul	0.01	7,540.00
3,000	C-yd. sta.	Long Overhaul	0.40	1,200.00
2.61	miles	Finishing Roadbed and Slopes	400.00	1,044.00
9,700	lin. ft.	Rounding Cutbanks	0.12	1,164.00
520	lin. ft.	18" Concrete Pipe	3.35	1,742.00
180	lin. ft.	18" Concrete Pipe, Extra Strength	3.60	648.00
200	lin. ft.	24" Concrete Pipe	4.65	930.00
50	lin. ft.	36" Concrete Pipe	8.10	405.00
220	lin. ft.	102" Sectional Plate Culvert	36.00	7,920.00
98,700	cu. yds.	Selected Cinder Topping	0.24	23,688.00
302,500	yd. mi.	Hauling Cinder Topping	0.05	15,125.00
2,500	M-gal.	Sprinkling	1.00	2,500.00
			Subtotal	$131,408.00
			10% Engr. & Cont.	13,140.80
			Total	$144,548.80

Length of Roadway 2.610 miles
Cost per mile $55,382.68

Type Code 0011

2-lane Roadway (Sta. 508+00 to 676+00)(Sta. 784+00 to 1203+00)

All Required		Clearing and Grubbing (80%)		$ 16,248.00
2,030	cu. yds.	Trench Excavation, Unclassified	$ 2.00	4,060.00
430,400	cu. yds.	General Excavation, Unclassified	0.30	129,120.00
964,000	yd. sta.	Short Overhaul	0.01	9,640.00
12,000	C-yd. sta.	Long Overhaul	0.40	4,800.00
10.97	miles	Finishing Roadbed and Slopes	400.00	4,388.00
10,300	lin. ft.	Rounding Cutbanks	0.12	1,236.00
820	lin. ft.	18" Concrete Pipe	3.35	2,747.00
1,200	lin. ft.	24" Concrete Pipe	4.65	5,580.00

180	lin. ft.	36" Concrete Pipe	$ 8.10	$ 1,458.00
240	lin. ft.	48" Corr. Metal Pipe	13.60	3,264.00
330	lin. ft.	60" Corr. Metal Pipe	23.25	7,672.50
70	lin. ft.	72" Corr. Metal Pipe	31.25	2,187.50
460	lin. ft.	18" Corr. Metal Siphon Pipe	5.25	2,415.00
200	lin. ft.	24" Corr. Metal Siphon Pipe	6.75	1,350.00
450	lin. ft.	6" Corr. Metal Drain Pipe, Coated	1.75	787.50
50	cu. yds.	Concrete End Basins	54.00	2,700.00
60	cu. yds.	Rock or Gravel Backfill in Drains	5.00	300.00
120	cu. yds.	Class "A" Concrete	54.00	6,480.00
19,000	lbs.	Metal Reinforcement	0.11	2,090.00
90	lin. ft.	102" Sectional Plate Culvert	36.00	3,240.00
176,000	cu. yds.	Selected Cinder Topping	0.24	42,240.00
50,700	cu. yds.	Selected Gravel Topping	0.40	20,280.00
539,500	yd. mi.	Hauling Cinder Topping	0.05	26,975.00
182,000	yd. mi.	Hauling Gravel Topping	0.07	12,740.00
5,600	M-gal.	Sprinkling	1.00	5,600.00
			Subtotal	$319,598.50
			10% Engr. & Cont.	31,959.85
			Total	$351,558.35

Length of Roadway 10.968 miles
Cost per mile $32,053.09

Type Code 1028

Structure (Sta. 1139+94 to 1140+17)

600	cu. yds.	General Excavation, Unclassified	$ 0.30	$ 180.00
130	cu. yds.	Class "A" Concrete	54.00	7,020.00
19,000	lbs.	Metal Reinforcement	0.11	2,090.00
			Subtotal	$ 9,290.00
			10% Engr. & Cont.	929.00
			Total	$ 10,219.00

Length .004 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
4-Lane Roadway	$144,548.80	$ 86,788.00	$ 57,760.80
2-Lane Roadway	351,558.35	211,077.00	140,481.35
Structure	10,219.00	6,135.00	4,084.00
	$506,326.15	$304,000.00	$202,326.15

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

March 17, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised P.S. & E. estimate for the Ladd Canyon-North Powder Section, Project No. FI-321 (1) which estimate is corrected to include and additional quantity of 45,000 cu. yds. of General Excavation, Unclassified which quantity was inadvertently overlooked in the preparation of the plans. This addition will increase the total excavation quantity to 642,000 cubic yards, which quantity will be used in computing the bids received.

The prospective bidders have been advised of this addition and to prepare and submit their bids accordingly.

Revised plan sheets will be submitted to you as soon as possible showing this revised quantity.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH:ew

Encl.

Oregon State Highway Department   Federal Aid Project No. FI-321 (1)

LADD CANYON-NORTH POWDER SECTION
OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 17, 1950

Type Code 0011

4-Lane Roadway (Sta. 475+65 to 508+00) (Sta. 676+00 to 784+00)

All Required		Clearing and Grubbing (20%)		$ 1,600.00
70	cu. yds.	Trench Excavation, Unclassified	$ 3.00	210.00
211,000	cu. yds.	General Excavation, Unclassified	0.36	75,960.00
754,000	yd. stas.	Short Overhaul	0.01	7,540.00
3,000	C-yd.stas.	Long Overhaul	0.40	1,200.00
2.61	miles	Finishing Roadbed and Slopes	500.00	1,305.00
9,700	lin. ft.	Rounding Cutbanks	0.15	1,455.00
520	lin. ft.	18" Concrete Pipe	3.00	1,560.00
180	lin. ft.	18" Concrete Pipe, Extra Strength	3.50	630.00
200	lin. ft.	24" Concrete Pipe	4.50	900.00
50	lin. ft.	36" Concrete Pipe	10.00	500.00
220	lin. ft.	102" Sectional Plate Culvert	45.00	9,900.00
98,700	cu. yds.	Selected Cinder Topping	0.30	29,610.00
302,500	yd.mi.	Hauling Cinder Topping	0.08	24,200.00
2,500	M-gal.	Sprinkling	3.00	7,500.00
			Subtotal	$164,070.00
			10% Engr. & Cont.	16,407.00
			Total	$180,477.00

Length of Roadway   2.610 miles
Cost per mile $69,148.27

Type Code 0011

2-Lane Roadway (Sta. 508+00 to 676+00) (Sta. 784+00 to 1203+00)

All Required		Clearing and Grubbing (80%)		$ 6,400.00
2,030	cu. yds.	Trench Excavation, Unclassified	$ 3.00	6,090.00
430,400	cu. yds.	General Excavation, Unclassified	0.36	154,944.00
964,000	yd. stas.	Short Overhaul	0.01	9,640.00
12,000	C-yd. stas.	Long Overhaul	0.40	4,800.00
10.97	miles	Finishing Roadbed and Slopes	500.00	5,485.00
10,300	lin. ft.	Rounding Cutbanks	0.15	1,545.00

820	lin. ft.	18" Concrete Pipe	$ 3.00	$ 2,460.00
1,200	lin. ft.	24" Concrete Pipe	4.50	5,400.00
180	lin. ft.	36" Concrete Pipe	10.00	1,800.00
240	lin. ft.	48" Corr. Metal Pipe	15.00	3,600.00
330	lin. ft.	60" Corr. Metal Pipe	24.00	7,920.00
70	lin. ft.	72" Corr. Metal Pipe	30.00	2,100.00
460	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	1,840.00
200	lin. ft.	24" Corr. Metal Siphon Pipe	6.00	1,200.00
450	lin. ft.	6" Corr. Metal Drain Pipe, Coated	1.50	675.00
50	cu. yds.	Concrete End Basins	75.00	3,750.00
60	cu. yds.	Rock or Gravel Backfill in Drains	4.00	240.00
120	cu. yds.	Class "A" Concrete	60.00	7,200.00
19,000	lbs.	Metal Reinforcement	0.12	2,280.00
90	lin. ft.	102" Sectional Plate Culverts	45.00	4,050.00
176,000	cu. yds.	Selected Cinder Topping	0.30	52,800.00
50,700	cu. yds.	Selected Gravel Topping	0.45	22,815.00
539,500	yd. mi.	Hauling Cinder Topping	0.08	43,160.00
182,000	yd. mi.	Hauling Gravel Topping	0.10	18,200.00
5,600	M-gal.	Sprinkling	3.00	16,800.00
			Subtotal	$387,194.00
			10% Engr. & Cont.	38,719.40
			Total	$425,913.40

Length of Roadway 10.968 miles
Cost per mile $38,832.36

Type Code X028

Structure (Sta. 1139+94 to 1140+17)

600	cu. yds.	Structural Excavation, Unclassified	$ 0.36	$ 216.00
130	cu. yds.	Class "A" Concrete	60.00	7,800.00
19,000	lbs.	Metal Reinforcement	0.12	2,280.00
			Subtotal	$ 10,296.00
			10% Engr. & Cont.	1,029.60
			Total	$ 11,325.60

Length .004 mile

SUMMARY OF FUNDS

Item	Total Cost	Federal Funds	State Funds
4-lane Roadway	$180,477.00	$108,102.00	$ 72,375.00
2-lane Roadway	425,913.40	255,114.00	170,799.40
Structure	11,325.60	6,784.00	4,541.60
	$617,716.00	$370,000.00	$247,716.00

Oregon State Highway Department Federal Aid Project No. FI-321 (1)

LADD CANYON-NORTH POWDER SECTION
OF THE OLD OREGON TRAIL IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Mar 17

Salem, Oregon, ~~January 18~~, 1950

Type Code 0011

4-Lane Roadway (Sta. 475+65 to 508+00)(Sta. 676+00 to 784+00)

All Required		Clearing and Grubbing (20%)		$ 1,600.00
70	cu. yds.	Trench Excavation, Unclassified	$ 3.00	210.00
211,000	cu. yds.	General Excavation, Unclassified	0.36	75,960.00
754,000	yd. stas.	Short Overhaul	0.01	7,540.00
3,000	C-yd.stas.	Long Overhaul	0.40	1,200.00
2.61	miles	Finishing Roadbed and Slopes	500.00	1,305.00
9,700	lin. ft.	Rounding Cutbanks	0.15	1,455.00
520	lin. ft.	18" Concrete Pipe	3.00	1,560.00
180	lin. ft.	18" Concrete Pipe, Extra Strength	3.50	630.00
200	lin. ft.	24" Concrete Pipe	4.50	900.00
50	lin. ft.	36" Concrete Pipe	10.00	500.00
220	lin. ft.	102" Sectional Plate Culvert	45.00	9,900.00
98,700	cu. yds.	Selected Cinder Topping	0.30	29,610.00
302,500	yd. mi.	Hauling Cinder Topping	0.08	24,200.00
2,500	M-gal.	Sprinkling	3.00	7,500.00
			Subtotal	$164,070.00
			10% Engr. & Cont.	16,407.00
			Total	$180,477.00

Length of Roadway 2.610 miles
Cost per mile $69,148.27

Type Code 0011

2-Lane Roadway (Sta. 508+00 to 676+00)(Sta. 784+00 to 1203+00)

	All Required		Clearing and Grubbing (80%)		$ 6,400.00
	2,030	cu. yds.	Trench Excavation, Unclassified	$ 3.00	6,090.00
430400	~~385,400~~	cu. yds.	General Excavation, Unclassified	0.36	~~138,744.00~~ 154,944.00
	964,000	yd. stas.	Short Overhaul	0.01	9,640.00
	12,000	C-yd. stas.	Long Overhaul	0.40	4,800.00
	10.97	miles	Finishing Roadbed and Slopes	500.00	5,485.00

10,300	lin. ft.	Rounding Cutbanks	$ 0.15	$ 1,545.00
820	lin. ft.	18" Concrete Pipe	3.00	2,460.00
1,200	lin. ft.	24" Concrete Pipe	4.50	5,400.00
180	lin. ft.	36" Concrete Pipe	10.00	1,800.00
240	lin. ft.	48" Corr. Metal Pipe	15.00	3,600.00
330	lin. ft.	60" Corr. Metal Pipe	24.00	7,920.00
70	lin. ft.	72" Corr. Metal Pipe	30.00	2,100.00
460	lin. ft.	18" Corr. Metal Siphon Pipe	4.00	1,840.00
200	lin. ft.	24" Corr. Metal Siphon Pipe	6.00	1,200.00
450	lin. ft.	6" Corr. Metal Drain Pipe, Coated	1.50	675.00
50	cu. yds.	Concrete End Basins	75.00	3,750.00
60	cu. yds.	Rock or Gravel Backfill in Drains	4.00	240.00
120	cu. yds.	Class "A" Concrete	60.00	7,200.00
19,000	lbs.	Metal Reinforcement	0.12	2,280.00
90	lin. ft.	102" Sectional Plate Culverts	45.00	4,050.00
176,000	cu. yds.	Selected Cinder Topping	0.30	52,800.00
50,700	cu. yds.	Selected Gravel Topping	0.45	22,815.00
539,500	yd. mi.	Hauling Cinder Topping	0.08	43,160.00
182,000	yd. mi.	Hauling Gravel Topping	0.10	18,200.00
5,600	M-gal.	Sprinkling	3.00	16,800.00

Subtotal	~~$370,994.00~~	387194.00
10% Engr. & Cont.	~~37,099.40~~	38719.40
Total	~~$408,093.40~~	425913.40

Length of Roadway	10.968 miles	
Cost per mile	~~$37,207.64~~	38,832.36

Type Code X028

Structure (Sta. 1139+94 to 1140+17)

600	cu. yds.	Structural Excavation, Unclassified	$ 0.36	$ 216.00
130	cu. yds.	Class "A" Concrete	60.00	7,800.00
19,000	lbs.	Metal Reinforcement	0.12	2,280.00

Subtotal	$ 10,296.00
10% Engr. & Cont.	1,029.60
Total	$ 11,325.60

Length .004 mile

SUMMARY OF FUNDS

Item		Total Cost	Federal Funds		State Funds	
4-Lane Roadway		$180,477.00	~~$108,305.00~~	108102.00	~~$ 72,172.00~~	72375.00
2-Lane Roadway	425913.40	~~408,093.40~~	~~244,898.00~~	255114.00	~~163,195.40~~	170799.40
Structure		11,325.60	~~6,797.00~~	6784.00	~~4,528.60~~	4541.60
		~~$599,896.00~~	~~$360,000.00~~		~~$239,896.00~~	247716.00
		617716.00	370000.00			

LAIRD CANYON-[illegible] [illegible] SECTION

PROJECT NO. FI-321 (1)

Comparison in Unit Costs of 102-inch sectional plate culvert for stock pass and equivalent 5 x 8 concrete culvert.

102" Sectional Plate Culvert

Estimated Cost per lineal foot	$45.00

5 x 8 Concrete Culvert

0.63	cu. yds.	Concrete at	$60.00	per lin. ft.	$37.80
102	lbs.	Metal Reinforcement at	$0.12	per lin. ft.	12.24
				Estimated Cost per lineal foot	$50.04

January 17, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing one copy of form PR-9, covering program change for Item No. 90 of the Federal Aid Highway Program, Ladd Canyon Section, Project No. FI-321 (1).

As originally programmed this project extended from a poing approximately eight miles southeast of La Grande to a connection with the present highway south of North Powder. It is now proposed to delete the section extending from North Powder to the highway connection because of the difficulty in hauling embankment materials across the Union Pacific Company's tracks and the North Powder River prior to construction of the structures at those points.

It is the present plan to utilize the savings resulting from this change to construct the two required structures and possibly the embankment approaches; this work, however, to be programmed as a separate item.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 17, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

P. W. Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Baker

FA or FAS Route No. FA 1

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	90	FI-321 (1)	8 mi. SE La Grande to North Powder	Survey-Plans					Grade and Drain
				Right-of-Way					
				Construction	900,000	530,000	370,000		
				Total	900,000	530,000	370,000	15.07	
Requested Revision	90	FI-321 (1)	8 mi. SE La Grande to North Powder	Survey-Plans					Grade, Drain and 1 Structure (Concrete box culvert over 20' span)
				Right-of-Way					
				Construction	650,000	390,000	260,000		
				Total	650,000	390,000	260,000	13.58	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Section from North Powder south to existing highway connection deleted from project because of difficulty in hauling embankment materials across railroad tracks prior to construction of Overcrossing Structure.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

cc Mr. H. G. Smith
Mr. S. H. Probert

By: W. C. Williams
Assistant State Highway Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 2, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-321(1), Ladd Canyon - North Powder Section of the Old Oregon Trail, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all right of way or rights of entry have been obtained.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

cc [illegible]
Mr. S. H. Probert

By: [illegible]
Assistant State Highway Engineer

February 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Project No. FI-321(1), Ladd Canyon - North Powder Section have been reviewed and are generally satisfactory.

Before authorizing advertising, however, it would be appreciated if the thickness and width of the levelling course, pavement and shoulders to be constructed later would be indicated on the typical section. As our computations indicate that the shoulder widths will be slightly less than 10', it is requested that the widths shown in the tabulation on plan sheet 2 be revised in accord with agreement made with Mr. Williams when discussing a similar matter in connection with the Dodson-Bonneville project, since we believe on this project interstate standards should be adhered to.

Changed [illegible]

235992-235991 + 226116 to BPR 1/18/50

Please submit test reports for the cinders showing the results of the abrasion tests. Test reports covering the gravel proposed for use are also needed.

#240477 to BPR 2/8/50

2nd copy sent 3/2/50

It is noted that the structure portion of the estimate shows 600 cu. yds. of Structure Excavation which should be General Excavation. Please correct your copies.

As the special provisions on Pages 6 and 11 provide that the lower portion of pipes used as stockpasses shall be provided with a cushion of earth or gravel, it appears that the paving mentioned as possible extra work on page 16 may involve some right-of-way consideration. If this is the case, such work would not be eligible for reimbursement from Federal Funds programmed for this project.

The revised grade line shown on the plan sheet submitted with your letter is satisfactory and we also will recommend the four lanes as requested.

Very truly yours,

T. M. DAVIS
District Engineer

8-49

ISSIONERS
ANFIELD, CHAIRMAN
RTLAND
EN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 21, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter of February 2, regarding Project FI-321 (1), Ladd Canyon-North Powder Section of the Old Oregon Trail, the following information is furnished in reply to your inquiries:

The four-lane section was used because of the success resulting from this type of construction on Stage Road Pass and Sexton Mountain of the Pacific Highway, where it has met with universal approval by the public. In the Ladd Canyon Section the alignment, where the four-lane facility is used, is a series of reversed curves, with the longest sight distance approximately 1,500 feet. Greater sight distance should be provided on six per cent grades where cars cannot accelerate rapidly and where the downgrade traffic may be traveling at a higher speed than it realizes. We prefer four lanes to three lanes in this location on account of the many months in winter when the traffic stripes will be obliterated by snow, because during such periods the three-lane facility is somewhat hazardous. Furthermore, on account of the local conditions we have taken special pains to avoid any congestion on the hills on the Ladd Canyon route and feel that the four-lane sections are especially important on this location. We respectfully request your concurrence in the plans as submitted for the four-lane and interchange sections.

With respect to the grade line at the overcrossing at North Powder, we concur in your thoughts that the grade line should be lowered to provide for both a reduction in quantities and a more satisfactory interchange with FAS No. 188. I enclose herewith a plan profile on which is indicated, in red, the revised grade line which we will use. You will notice this revised grade line is approximately five feet lower than the original grade line at the secondary highway crossing, and this will eliminate the objectionable grade line formerly indicated.

We will appreciate your early approval for the advertising of Project FI-321 (1) for bids to be received at the March 20-21 meeting of the State Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW:me
Encl.
cc Mr. H. G. Smith
Mr. S. H. Probert

RECEIVED
APR 18 1950
FOR FILING

71-321 (1)

3295

April 17, 1950

M. L. & C. R. O'Neil
Route 1
Creswell, Oregon

Gentlemen:

We enclose herewith, for your records and files a fully executed copy of contract No. 3295 which was awarded to you on March 21, 1950 by the State Highway Commission, for grading and surfacing on the Ladd Canyon-North Powder Section of the Old Oregon Trail in Union County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 4/17,

RECEIVED
MAR 30 1950
FOR FILING

71-321(1)

March 29, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of March 22 pertaining to subcontract on Oregon Project No. FI-321 (1), Ladd Canyon-North Powder Section of the Old Oregon Trail Highway.

M. L. and C. R. O'Neil, successful contractors, incorporated with their bid a letter stating that they proposed to sublet Items 23 to 27, inclusive, to D. F. McKenzie.

We have not yet received a copy of the subcontract but will advise you as to quantities and prices when such subcontracting is received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

ASS[illegible]NMENT

xxx March 24, 1950

No. 179[illegible]
By [illegible]

Description: **Tom Davis' letter of 3-22-50 re Oregon Project No. FI-321 (1), Ladd Canyon-North Powder Section of Old Oregon Trail Highway**

Acknowledged by _____ Referred to ____Smith ✓__________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxReturn with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks: 3-28-50 me

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 22, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon Project No. FI-321(1), Ladd Canyon - North Powder Section of the Old Oregon Trail Highway

Dear Sir:

As it is understood that part of the work proposed under the contract for this project is to be sublet, please advise us of the names of the subcontractors and the items involved.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

RECEIVED
MAR 24 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR
FOR FILING

7-521 11

March 23, 1950

M.L. and C.R. O'Neil
Route 1, Box 31,
Creswell, Oregon

Gentlemen:

The State Highway Commission on March 21, 1950, awarded you the contract for the Ladd Canyon-North Powder Section of the Old Oregon Trail Highway in Union County. This award was based on your low bid of $460,296.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

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PUBLIC ROADS ADMINISTRATION
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 21, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. FI-321(1), Ladd Canyon-North Powder Section of the Old Oregon Trail Highway, to M. L. and C. R. O'Neil, Creswell, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Ja

RECEIVED
APR 13 1950
FOR FILING
FORM E-30 25M 6-49 32802

EI-[illegible]

3115

1611

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1950

SUBJECT: Our File 15728
Stellina White
Ladd Canyon

To:

Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Reference is made to the attached correspondence and assignment No. 1611, relating to an undercrossing on the Ladd Canyon Section.

It appears that the right of way through this property will cost approximately $5,500.00. It has been estimated that the entire farm could be purchased for about $10,000.00, and that portion which we would not need for right of way could be resold for possibly $4,000.00, leaving a net cost of approximately $6,000.00. There does not appear to be much difference between an outright purchase of the right of way and the purchase of the entire farm with the resale of that portion that we do not require for right of way.

Very truly yours,

J. M. DEVERS

By R L Porter
R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

Encl.

FORM E-90 3EM 1-49 28023

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

RECEIVED
[illegible]
LEGAL DEPT.

Salem, Oregon
December 27th, 1949

REFERRED TO
Cooper –
By Asst. Chief Engineer

SUBJECT: R/W 15728

What is diff in cost of R.O.W needed and entire farm less salvage?

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

RECEIVED
[illegible]
LEGAL DEPT.

Dear Sir:

In regard to Assignment #1611, the 12' x 10' culvert should be used, since it is far more economical than any of the other schemes.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR

cc to: G. S. Paxson

ASSIGNMENT

No. 1611 wcw

RIPTION: G. S. Paxson's l[illegible]er of 12-21-49 re private road undercrossing on Ladd Canyon Section between North Powder Overcrossing and junction of existing highway

DATE: 12-27-49

ASSIGNED TO: Smith ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date____________

xxx☐ Please get final decision on this.

WCW

REPORT RECEIVED: 12-28-49 mc

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

GSP/ds

G. S. Paxson
Bridge Engineer

cc E. F. Chidsey
Forest Cooper

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 21, 1949

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT: Private Road Crossing on Ladd Canyon Section

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Reference is made to the matter of a private road undercrossing on the Ladd Canyon Section between the North Powder Overcrossing and the junction of the existing highway. There seems to be three alternates possible.

First, we could extend the railroad overcrossing so that the private road could pass under the east end of the structure. Undoubtedly this private road would have to be off the railroad right of way, and would require the lengthening of the structure of approximately 40 feet. We estimate that the cost of lengthening the structure would be $8,750, and we would save an amount of embankment required to make this 40 feet.

As a second alternate, we could build a 12 foot long by 10 foot high culvert at some distance east of the railroad crossing. For drainage purposes we will need a double 6x6 culvert. The additional cost to change this to a 12x10 culvert and underpass would be approximately $2,700.

As a third alternate, I have been advised that the ranch which this undercrossing would serve can be purchased for $10,000, and we could realize approximately $4,000 from resale of the areas not needed for right of way. This would leave us with a net cost of $6,000.

It would appear that the second alternate, the enlarging of the double 6x6 culvert to a 12x10 culvert, is the cheapest way to solve the problem.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP/ds

cc E. F. Chidsey
Forest Cooper

RECEIVED
MAR 8 1950
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

March 1, 1950.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The sketch map for Oregon Project FAP-321, LaGrande-North Powder Section of the Old Oregon Trail, is approved today subject to the condition that the railroad grade crossing within the limits of the project shall be eliminated or adequately protected in accordance with General Administrative Memorandum No. 63 when construction is undertaken at that location.

Very truly yours,

W H Lynch

W. H. LYNCH
Division Engineer

RECEIVED
MAR 2 1950
FOR FILING
FORM E-30 15M 12-48 27989

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 1st, 1950

SUBJECT:

To: Mr. J. W. DeSouza
Assistant Counsel
Office

Dear Sir:

In regard to File 15727, reply of the Union Pacific that they feel a 125-foot right of way is all that is essential for the LaGrande-North Powder Section.

The Commission has approved a 250-foot right of way, which is the recommendation set forth for interstate standards, which standards have been approved by the Bureau of Public Roads and the American Association of State Highway Officials. This provides for an eventual 4-lane highway with lanes separated 50 feet center to center. In other words, at some future time there will be another bridge built which will be parallel to and 50 feet toward LaGrande from this bridge, which will then carry the northbound lanes.

We only acquire right of way from the railroad in a technical sense and do not actually use any of their right of way except to rest the piers of the bridge on, but I think it would be less confusing and a protection to both parties if they granted us the right of way boundaries in line with the rest of our right of way and for the full 250 feet. This would be a warning to them against building anything in the area which would eventually interfere with our building of the other lanes, and certainly there is no point in their granting us the 125 feet which would be insufficient for our fills on the 4-lane approaches.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

cc to: W. C. Williams

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Project No. FI-321(1), Ladd Canyon - North Powder Section have been reviewed and are generally satisfactory.

Before authorizing advertising, however, it would be appreciated if the thickness and width of the levelling course, pavement and shoulders to be constructed later would be indicated on the typical section. As our computations indicate that the shoulder widths will be slightly less than 10', it is requested that the widths shown in the tabulation on plan sheet 2 be revised in accord with agreement made with Mr. Williams when discussing a similar matter in connection with the Dodson-Bonneville project, since we believe on this project interstate standards should be adhered to.

changed sheet 2 "TW" col.

Please submit test reports for the cinders showing the results of the abrasion tests. Test reports covering the gravel proposed for use are also needed.

#235992-235991 & 226118 sent 1/18/50.

#240473 sent 2/15/50.

It is noted that the structure portion of the estimate shows 600 cu. yds. of Structure Excavation which should be General Excavation. Please correct your copies.

OK Jen

As the special provisions on Pages 6 and 11 provide that the lower portion of pipes used as stockpasses shall be provided with a cushion of earth or gravel, it appears that the paving mentioned as possible extra work on page 16 may involve some right-of-way consideration. If this is the case, such work would not be eligible for reimbursement from Federal Funds programmed for this project.

The revised grade line shown on the plan sheet submitted with your letter is satisfactory and we also will recommend the four lanes as requested.

Showed Rev. Gr. on Sh. 26

TP 2 and 16
revision shown
sheets 5 and 1
26 and [illegible] 3/2/50

Very truly yours,

T. M. DAVIS
District Engineer

Jen

RECEIVED
FOR FILING

February 21, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In answer to your letter of February 2, regarding Project FI-321 (1), Ladd Canyon-North Powder Section of the Old Oregon Trail, the following information is furnished in reply to your inquiries:

The four-lane section was used because of the success resulting from this type of construction on Stage Road Pass and Sexton Mountain of the Pacific Highway, where it has met with universal approval by the public. On the Ladd Canyon Section the alignment, where the four-lane facility is used, is a series of reversed curves, with the longest sight distance approximately 1,500 feet. Greater sight distance should be provided on six per cent grades where cars cannot accelerate rapidly and where the downgrade traffic may be traveling at a higher speed than it realizes. We prefer four lanes to three lanes in this location on account of the many months in winter when the traffic stripes will be obliterated by snow, because during such periods the three-lane facility is somewhat hazardous. Furthermore, on account of the local conditions we have taken special pains to avoid any congestion on the hills on the Ladd Canyon route and feel that the four-lane sections are especially important on this location. We respectfully request your concurrence in the plans as submitted for the four-lane and interchange sections.

With respect to the grade line at the overcrossing at North Powder, we concur in your thoughts that the grade line should be lowered to provide for both a reduction in quantities and a more satisfactory interchange with FAS No. 428. I enclose herewith a plan profile on which is indicated, in red, the revised grade line which we will use. You will notice this revised grade line is approximately five feet lower than the original grade line at the secondary highway crossing, and this will eliminate the objectionable grade line formerly indicated.

We will appreciate your early approval for the advertising of Project FI-321 (1) for bids to be received at the March 20-21 meeting of the State Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

WCW:me
Encl.
cc Mr. H. G. Smith
Mr. S. H. Probert

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 2, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. plans submitted for Project FI-321(1), Ladd Canyon-North Powder Section of the Old Oregon Trail provide for four lane grading on two sections totalling 8,835' as well as 5,200' of roadway tapered from four lanes to two lanes.

Traffic volumes experienced in 1948 on the present traveled road were 1400 ADT with 18% commercial. The 1965 traffic volume is estimated at 2100 ADT, average summer maximum of 2900, the 30th peak hour of 290 vehicles and 18% commercial. The present and prospective amount of traffic does not warrant four lane construction. This is particularly true in view of the excellent alignment and sight distance provided. Presumably the two additional lanes are planned to facilitate passing movements on up grades. However, this objective can be obtained by standard two lane construction plus a third lane for slow moving vehicles proceeding up grade. In view of the savings in costs that may be realized on this project as well as on the adjacent project to the north and on future surfacing and paving, it is suggested that you give serious consideration to reducing the width as suggested above.

In connection with the proposed project, we have also reviewed the advance grading plans for the remainder of the project to a connection with the existing road south of North Powder. We note the smooth flowing grade line over the Northern Pacific Railroad which, although providing a 900' vertical non-passing sight distance, involves a 237,000 cu. yd. fill as well as an inferior connection with FAS route 488 at Station 1205. Our study of this layout indicates that the fill can be reduced by some 50,000 to 60,000 cu. yds. by use of slightly steeper grades approaching the railroad which, when connected by a 1500' vertical curve will provide 680' non-passing sight distance. As A.A.S.H.O. standards permit 600' sight distance for 70 mile per hour speeds, we see no justification for the added expense in securing the higher standards you propose. The steeper gradient will also provide a more satisfactory interchange with FAS Route 488.

May we have your reaction to the above suggestions. If you desire, we would be glad to discuss this with you.

Very truly yours,

[illegible] DAVIS
District Engineer

RECEIVED
FOR FILING

File

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 31, 1950

SUBJECT: Our File 15721
Carroll Bertelsen
Ladd Canyon Section
Old Oregon Trail Highway

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

We have taken an option from Mr. Carroll Bertelsen on the Ladd Canyon Section of the Old Oregon Trail Highway, our File 15721.

At the time the project was detailed it was planned to grant these people an access at Station 1106+00. For some reason they now desire to have the entrance changed to Station 1125+00, the access to be 25 feet in width, to be on the west side of the highway and to be for private purposes only.

The proposed access will be at a point of low fill (approximately 2½ feet), will enter the highway at a point 2,000 feet from the nearest curve and will create no undue traffic hazard.

It is recommended that this change in access be granted and your approval thereof is hereby requested.

Very truly yours,

J. M. DEVERS

By

R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

APPROVED:

W. C. Williams, Ass't State Highway Engineer

RECEIVED
JAN 30 1950
FOR FILING

THE DAILY JOURNAL OF COMMERCE

Friday, January 27, 1950

Ladd Canyon Cutoff Bid Call Scheduled

(D. J. of C.—Jan. 27, 1950)

La Grande. (UP)—The proposed $2,000,000 Ladd Canyon cutoff from North Powder to La Grande should be open to traffic by late 1952, R. H. Baldock, Oregon State Highway engineer, announced.

Baldock told La Grande officials that bids for construction of a 14-mile section of the road would be called March 20. He said the entire route should be ready for traffic by late 1952.

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FORM E-30 10M 8-48 31808

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
December 23, 1949

SUBJECT:

To:

Mr. W.C. Williams
Assistant State Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Williams:

In complying with your recent request I am handing you herewith two descriptions covering the cinder pit adjacent to the Ladd Canyon-North Powder Section of the Old Oregon Trail Highway in Union County approximately 7 miles north of North Powder.

> On that portion of the S½ of the S½ of the SE¼ of Section 17 in Township 5 South, Range 39 East, of the Willamette Meridian, lying west of the present County Road, consisting of about 10 acres more or less.
>
> On that portion of the N½ of the N½ of the NE¼ of Section 20 in Township 5 South, Range 39 East, of the Willamette Meridian, lying west of the County Road, consisting of approximately 10 acres more or less.

Very truly yours,

E. G. BICKMORE
Assistant Division Engineer

Div Engr.

EGB:hw

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FOR FILING

December 5, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Preparatory to submission of contracting plans for the Ladd Canyon-North Powder Section of the Old Oregon Trail, Project FI-321 (1), we are sending herewith a revised project statement sketch map for Project FAP-321, with request for your approval of the route change shown thereon.

As the official description of Federal Aid Road No. 1 mentions no control point between La Grande and Ontario, we assume that this proposed change in route will not be considered a "system change" requiring action by your Washington Office.

It is our intent to shortly submit requests for changes in the Secondary System whereby the sections of highway between La Grande and North Powder, which is being abandoned as a primary highway, will be made a secondary highway and whereby descriptions of secondary highways 483, 486 and 488 will be changed to conform with the new arrangement.

In case we are not proceeding properly in this matter, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

[illegible]:md
Encl.

OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

LA GRANDE-NORTH POWDER SECTION

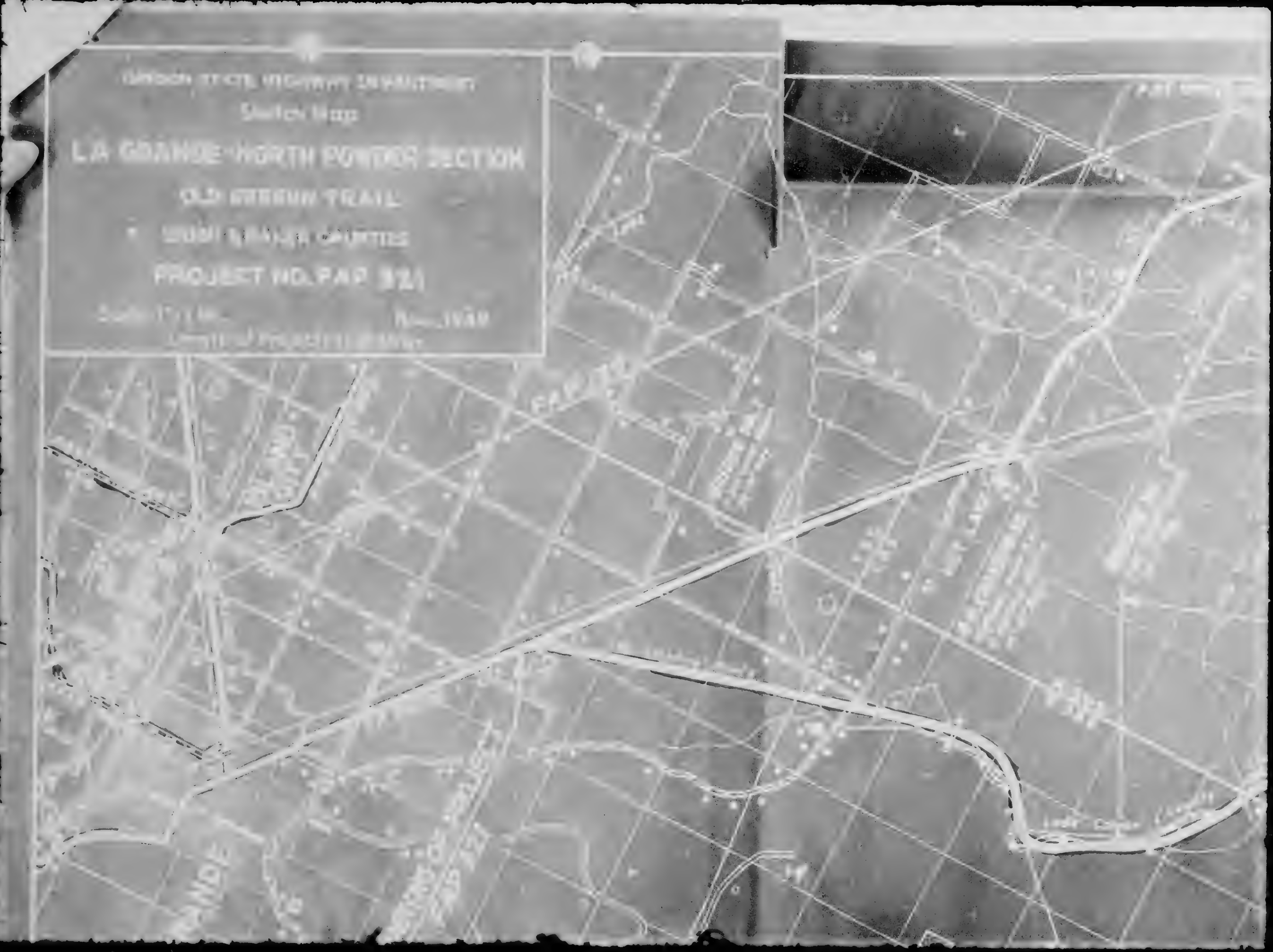
OLD OREGON TRAIL

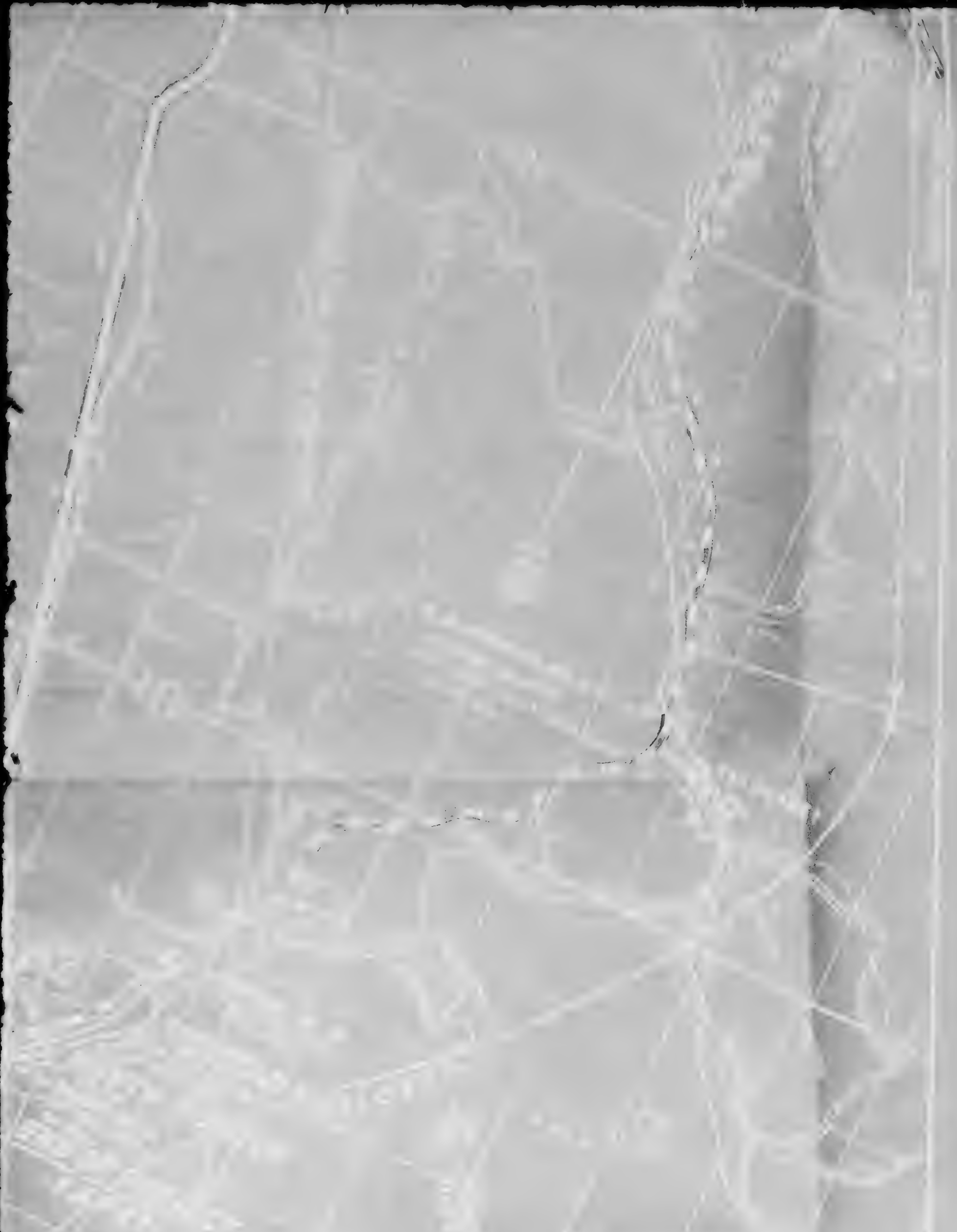
UNION [illegible] COUNTIES

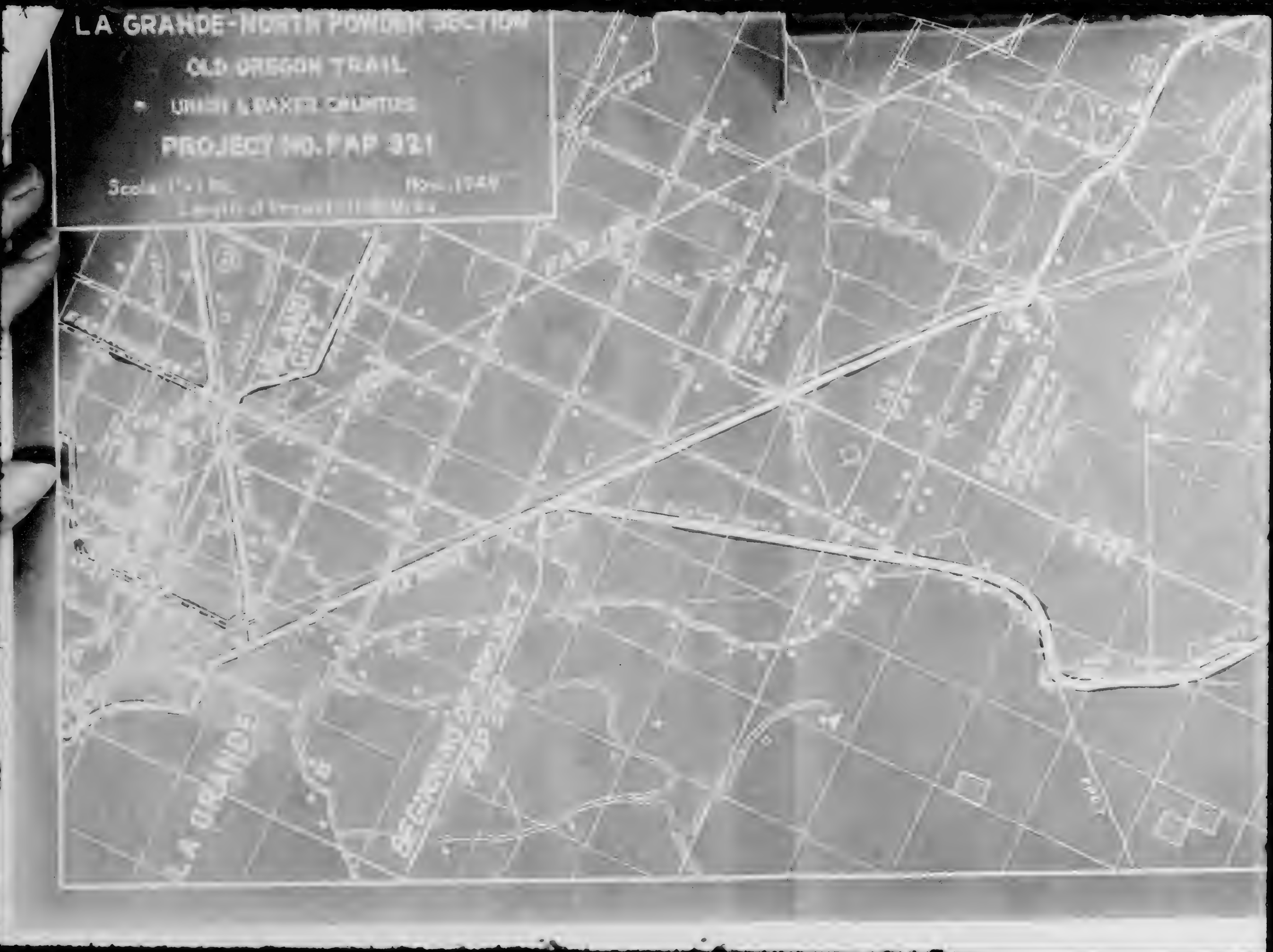
PROJECT NO. F.A.P. 321

Scale [illegible] [illegible] 1939

[illegible]






LA GRANDE-NORTH POWDER SECTION
OLD OREGON TRAIL
UNION & BAKER COUNTIES
PROJECT NO. FAP 321
Scale 1" = 1 Mi.
Length of Project
Miles
ISLAND CITY
LA GRANDE
BEGINNING OF PROJECT
HOT LAKE

RECEIVED
OCT 11 1949
FOR FILING

Ladd Canyon plate

File

Salem, Oregon
September 23, 1949

Mr. R. G. Smith

On September 21, the Highway Commission unanimously approved the survey for the ultimate route of US30 between La Grande and North Powder.

NOTED
W. C. WILLIAMS

W. W. Stiffler

WWS:me

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[illegible]

September 12, 1949

Oregon State Highway Commission

Gentlemen:

I attach hereto a sketch map showing the relocation of the Old Oregon Trail Highway between La Grande and North Powder. This relocation is entirely separate from the existing highway, with the exception of approximately 1½ miles immediately south of La Grande. The new route is 24.5 miles in length against a distance of 30.0 miles on the existing road, or a saving of 5.5 miles.

There is set up in the second year of the second postwar program a sum of $1,038,000, of which $900,000 is for grading and topping, and $138,000 is for rights of way. It is planned at this time to construct the grade and topping on the southerly 15 miles with this appropriation. The $138,000 represents the total cost of the right of way on the entire project. There are several buildings on the right of way. The total estimate for grading, topping, paving and right of way on the entire North Powder-La Grande Section is $2,300,000, based on the 1941 reconnaissance estimate revised to present day prices. The location estimate will be available in about 30 days.

I recommend your approval of this survey as the ultimate route of US30 between La Grande and North Powder.

This matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
J. M. Devers
H. G. Smith

RHB:er

OREGON STATE HIGHWAY DEPARTMENT

SKETCH MAP

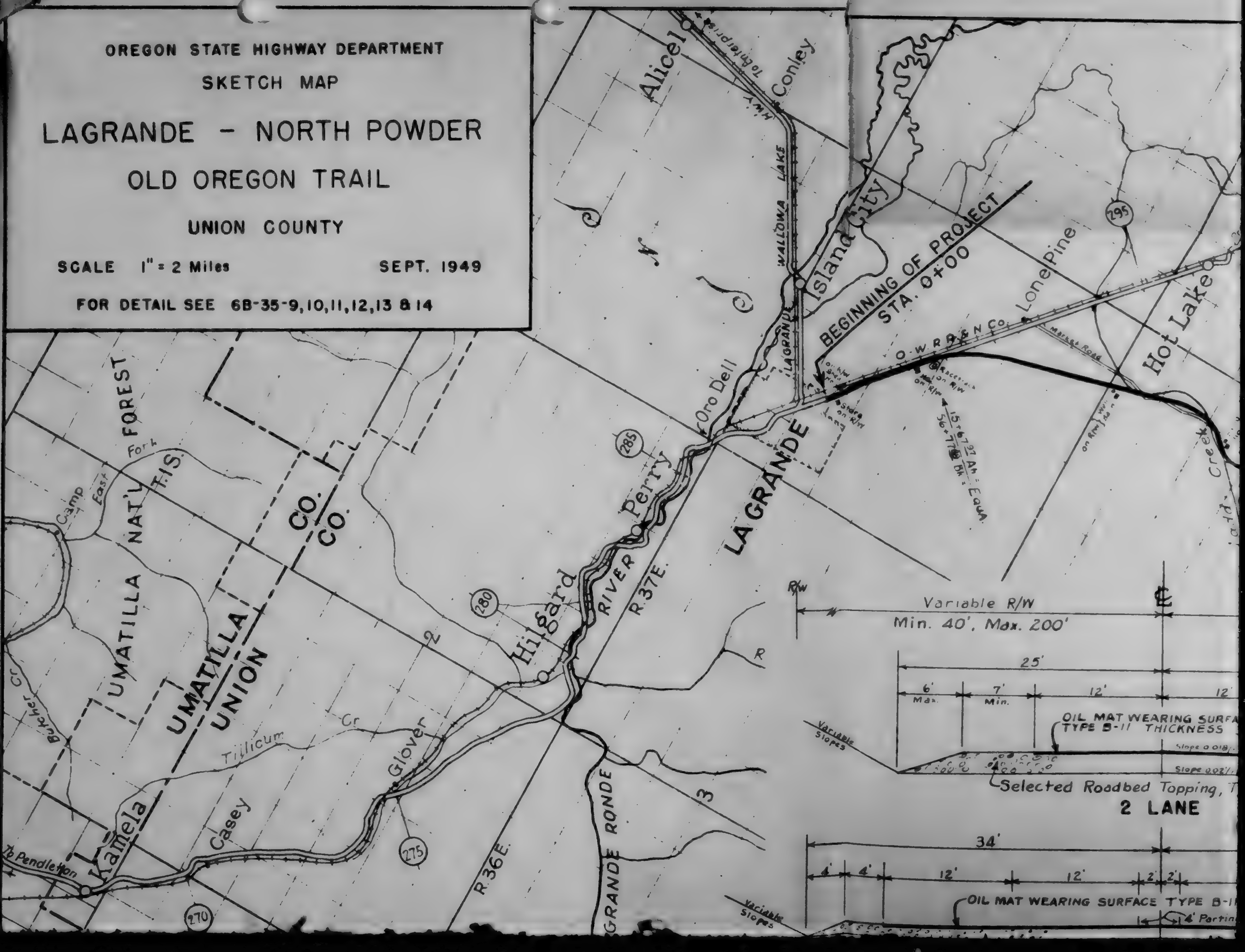
LAGRANDE - NORTH POWDER

OLD OREGON TRAIL

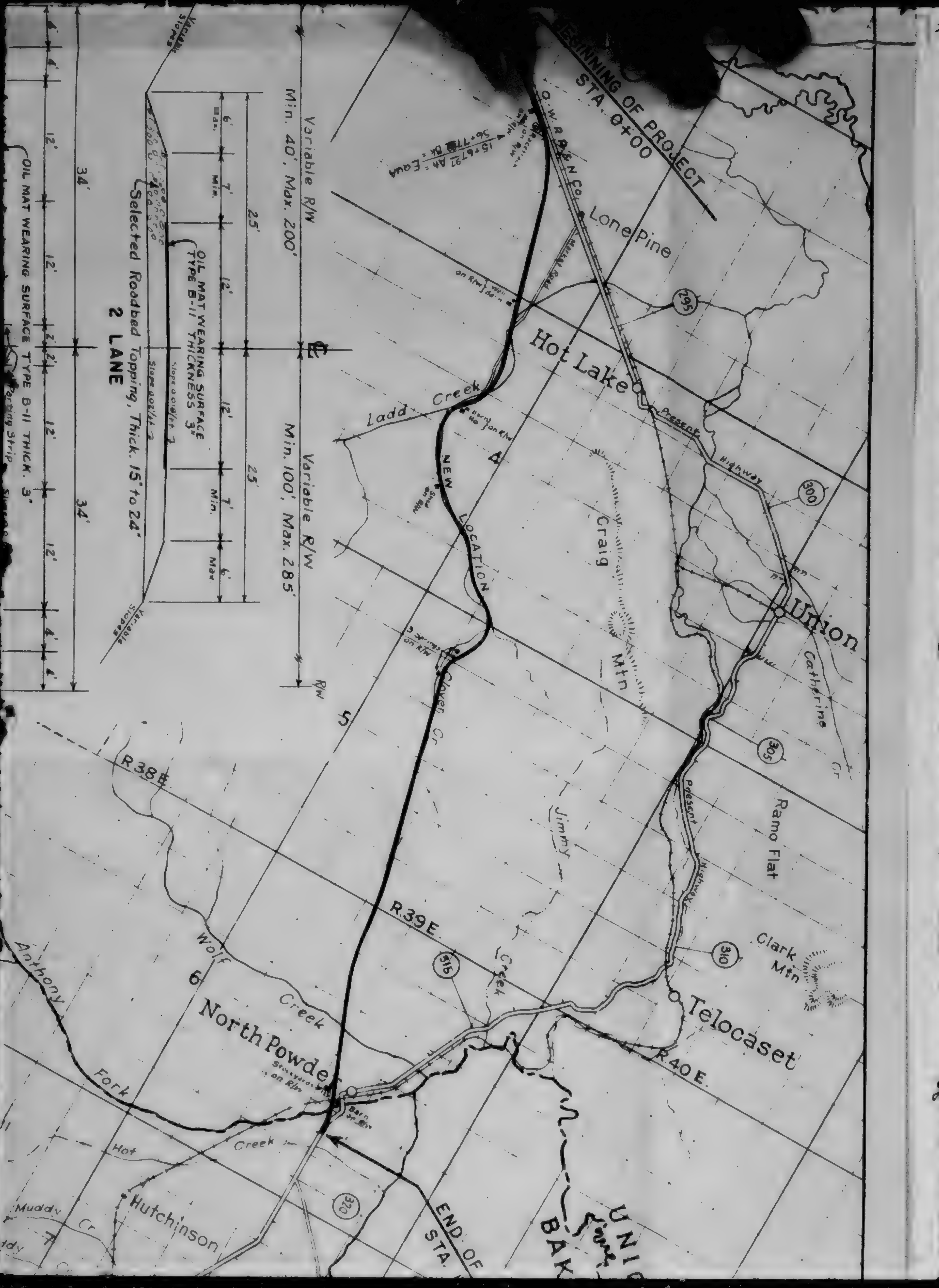
UNION COUNTY

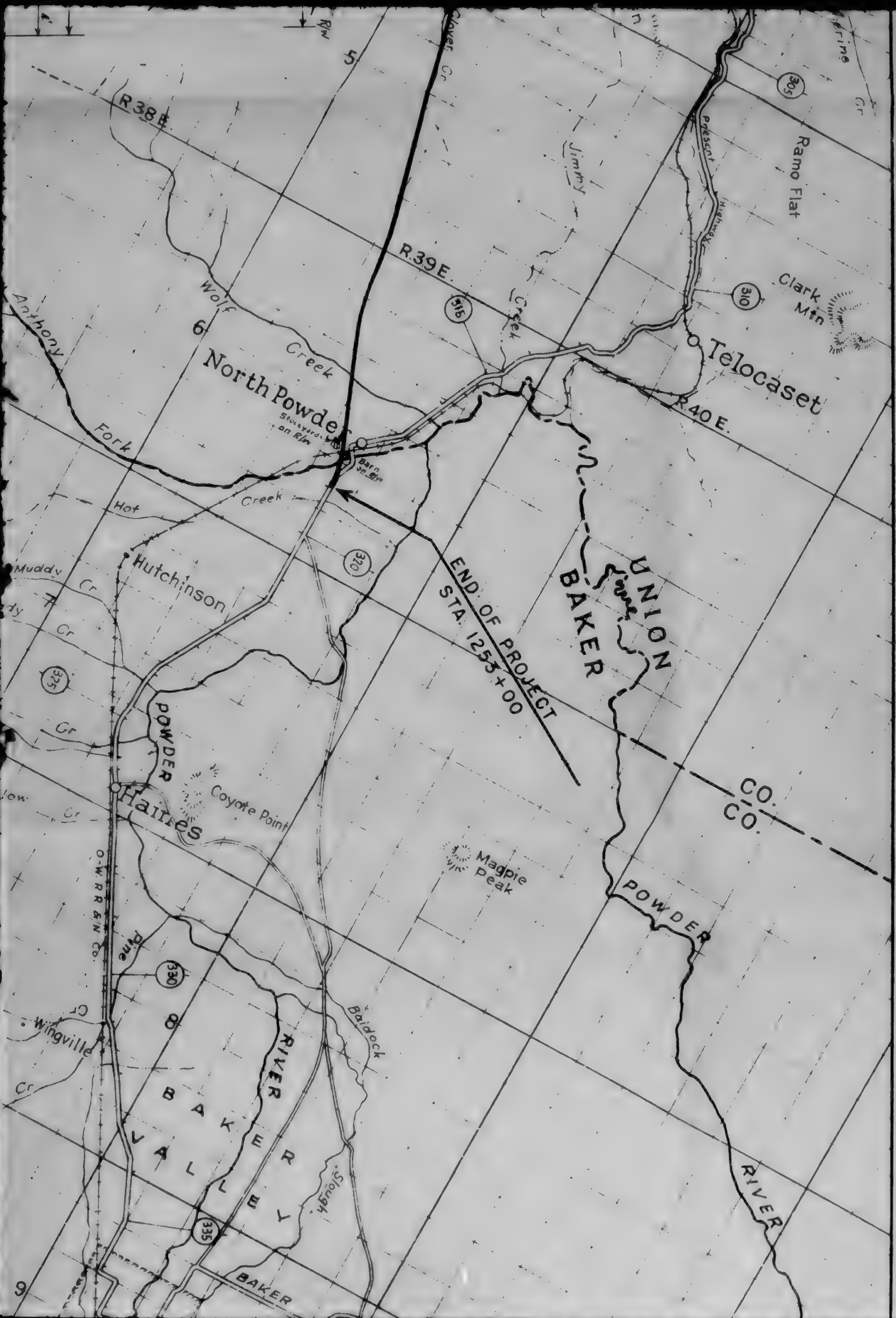
SCALE 1" = 2 Miles SEPT. 1949

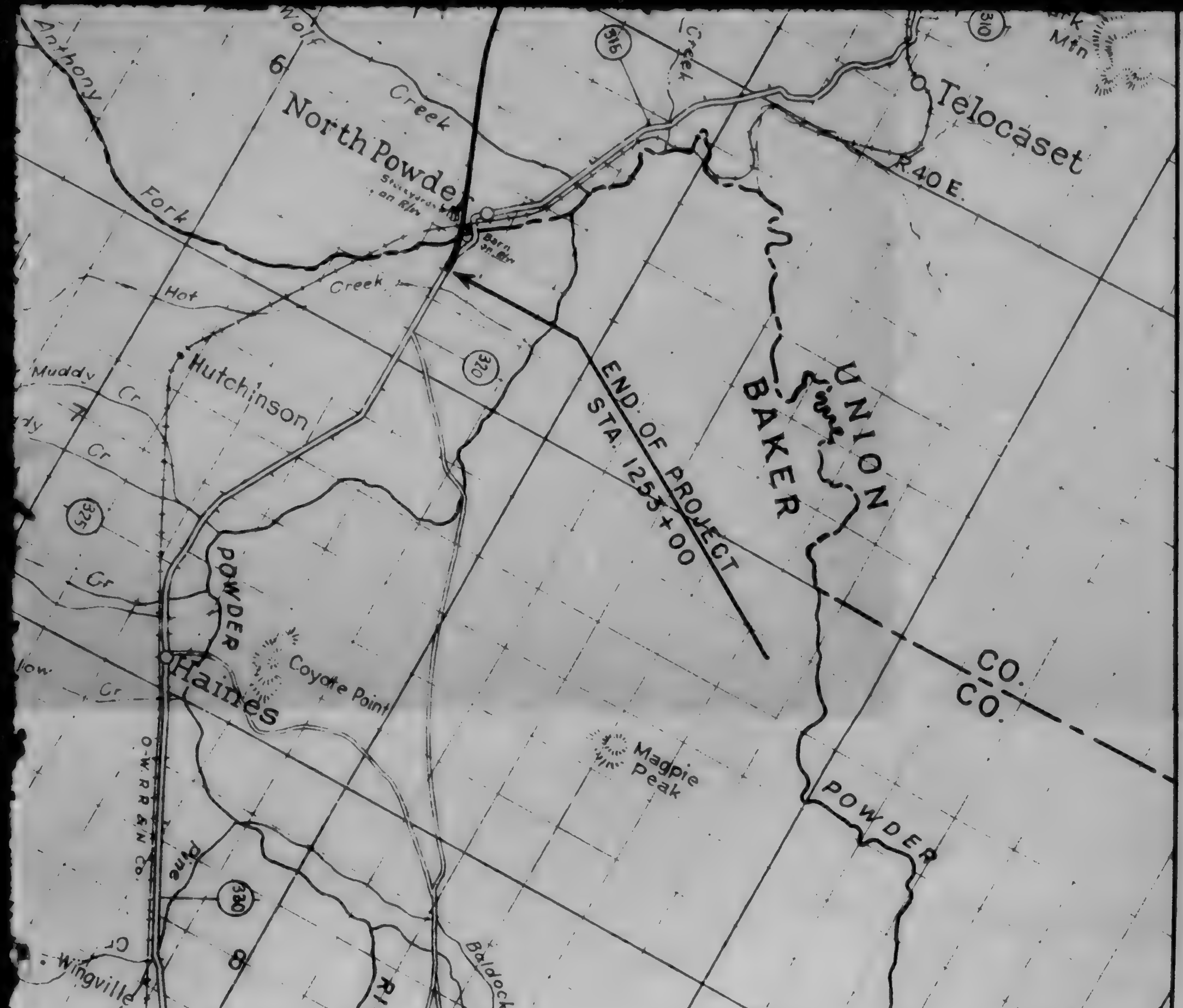
FOR DETAIL SEE 6B-35-9,10,11,12,13 & 14

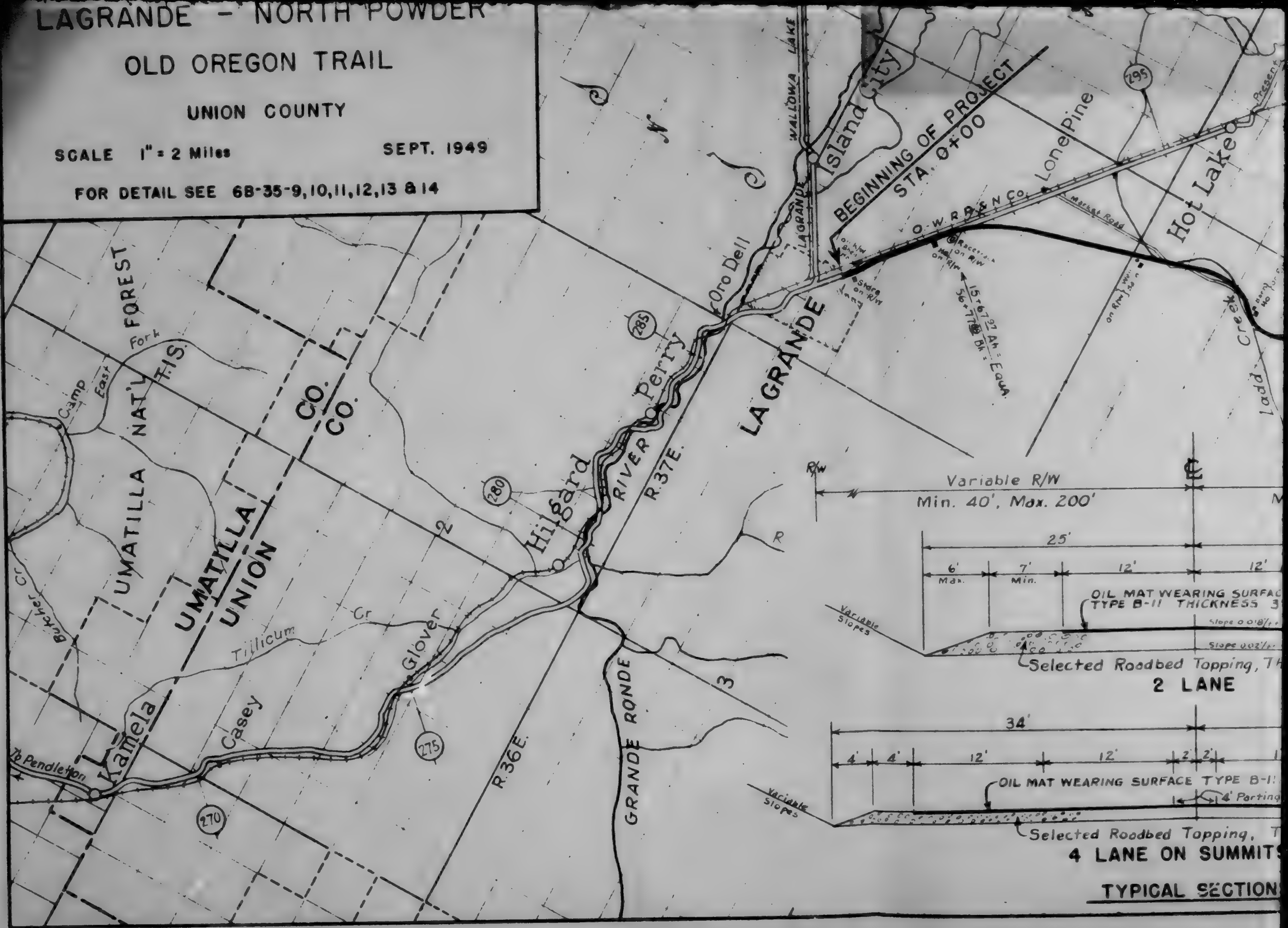


To Pendleton
Kamela
Butcher Cr
Camp
East Fork
UMATILLA NAT'L FOREST
T.I.S.
UMATILLA CO.
UNION CO.
Casey
Tillicum Cr
Glover
275
270
280
285
295
2
3
R.36E.
R.37E.
Hilgard
GRANDE RONDE RIVER
Perry
R
Oro Dell
LA GRANDE
LAGRANDE
WALLOWA LAKE HWY
To Enterprise
Alicel
Conley
Island City
N
BEGINNING OF PROJECT STA. 0+00
O-W R R & N Co.
Lone Pine
Market Road
Hot Lake
Creek
15+67.97 Ah = Equa. 56+77.0 Bk
on R/W
Variable R/W
Min. 40', Max. 200'
R/W
℄
25'
6' Max.
7' Min.
12'
12'
OIL MAT WEARING SURFACE TYPE B-11 THICKNESS
Slope 0.018'/'
Slope 0.02'/'
Variable Slopes
Selected Roadbed Topping, T
2 LANE
34'
4'
4'
12'
12'
2'
2'
OIL MAT WEARING SURFACE TYPE B-11
4' Parting
Variable Slopes


BEGINNING OF PROJECT
STA. 0+00
O.W.R.&N.Co.
Equa. 15+67.97 Ah. = 56+71.12 Bk.
Lone Pine
295
Hot Lake
Present Highway
300
Craig Mtn
Union
Catherine Cr
305
Ramo Flat
Jimmy Creek
310
Clark Mtn
Telocaset
R.40 E.
Ladd Creek
NEW LOCATION
4
3 Springs on R/W
Clover Cr.
5
R.38 E.
R.39 E.
315
6
Wolf Creek
North Powder
Stockyards on R/W
Barn on R/W
Anthony Fork
Hot Creek
320
Hutchinson
Muddy Cr.
END OF STA.
UNION
BAKER
Variable R/W Min. 40', Max. 200'
Variable R/W Min. 100', Max. 285'
R/W
Variable Slopes
OIL MAT WEARING SURFACE TYPE B-11 THICKNESS 3"
Selected Roadbed Topping, Thick. 15" to 24"
2 LANE
OIL MAT WEARING SURFACE TYPE B-11 THICK. 3"
Parking Strip
Slope 0.01'/ft.
4'
4'
12'
2'
2'
12'
4'
4'
34'
34'
25'
25'
6' Max.
7' Min.
12'
12'
7' Min.
6' Max.


R/W
5
Clover Cr.
305
Present Highway
Ramo Flat
R.38E.
Jimmy
R.39E.
310
Clark Mtn
Wolf
Creek
316
Creek
Anthony
6
Creek
Telocaset
North Powder
Stockyards on R/W
Fork
R.40E.
Barn on R/W
Hot
Creek
END OF PROJECT
STA. 1253+00
Hutchinson
Muddy
Cr
320
UNION
BAKER
County Line
7
Cr
325
Cr
POWDER
Coyote Point
CO.
CO.
Haines
Cr
O-W.R.R.&N.Co.
Magpie Peak
POWDER
Pine
330
Wingville
Cr
8
RIVER
Baldock
Cr
BAKER
VALLEY
Slough
RIVER
335
9
BAKER


Anthony
Wolf
6
316
Creek
Creek
North Powder
Stockyards on R/W
Barn on R/W
Fork
Hot
Creek
310
Mtn
Telocaset
R.40 E.
Hutchinson
320
Muddy
Cr
Cr
END OF PROJECT
STA. 1253+00
UNION
BAKER
CO.
CO.
325
Cr
POWDER
Haines
Coyote Point
Magpie Peak
POWDER
RIVER
O-W R R & N Co.
Pine
330
Cr
Wingville
8
RIVER
Baldock
BAKER
VALLEY
Slough
Cr
335
9
BAKER
CORNUCOPIA
HWY
BAKER
To Richland
To Ontario
To Unity
Cr


LAGRANDE - NORTH POWDER

OLD OREGON TRAIL

UNION COUNTY

SCALE 1" = 2 Miles SEPT. 1949

FOR DETAIL SEE 6B-35-9,10,11,12,13 & 14

UMATILLA NAT'L FOREST
T.I.S.
UMATILLA CO.
UNION CO.
Butcher Cr
Camp
East Fork
To Pendleton
Kamela
Casey
Tillicum Cr
Glover
270
275
280
285
295
2
3
R.36E.
R.37E.
Hilgard
GRANDE RONDE RIVER
Perry
Oro Dell
LAGRANDE
LAGRANDE
WALLOWA LAKE
Island City
BEGINNING OF PROJECT
STA. 0+00
O.W.R.R.& N Co.
Lone Pine
Market Road
Hot Lake
Present
Ladd Creek
R
15+67.92 Ah = Equa
56+71.8 Bk
Variable R/W
Min. 40', Max. 200'
R/W
℄
25'
6' Max.
7' Min.
12'
12'
OIL MAT WEARING SURFACE TYPE B-11 THICKNESS 3
Slope 0.018'/'
Slope 0.02'/'
Variable Slopes
Selected Roadbed Topping, Th
2 LANE
34'
4'
4'
12'
12'
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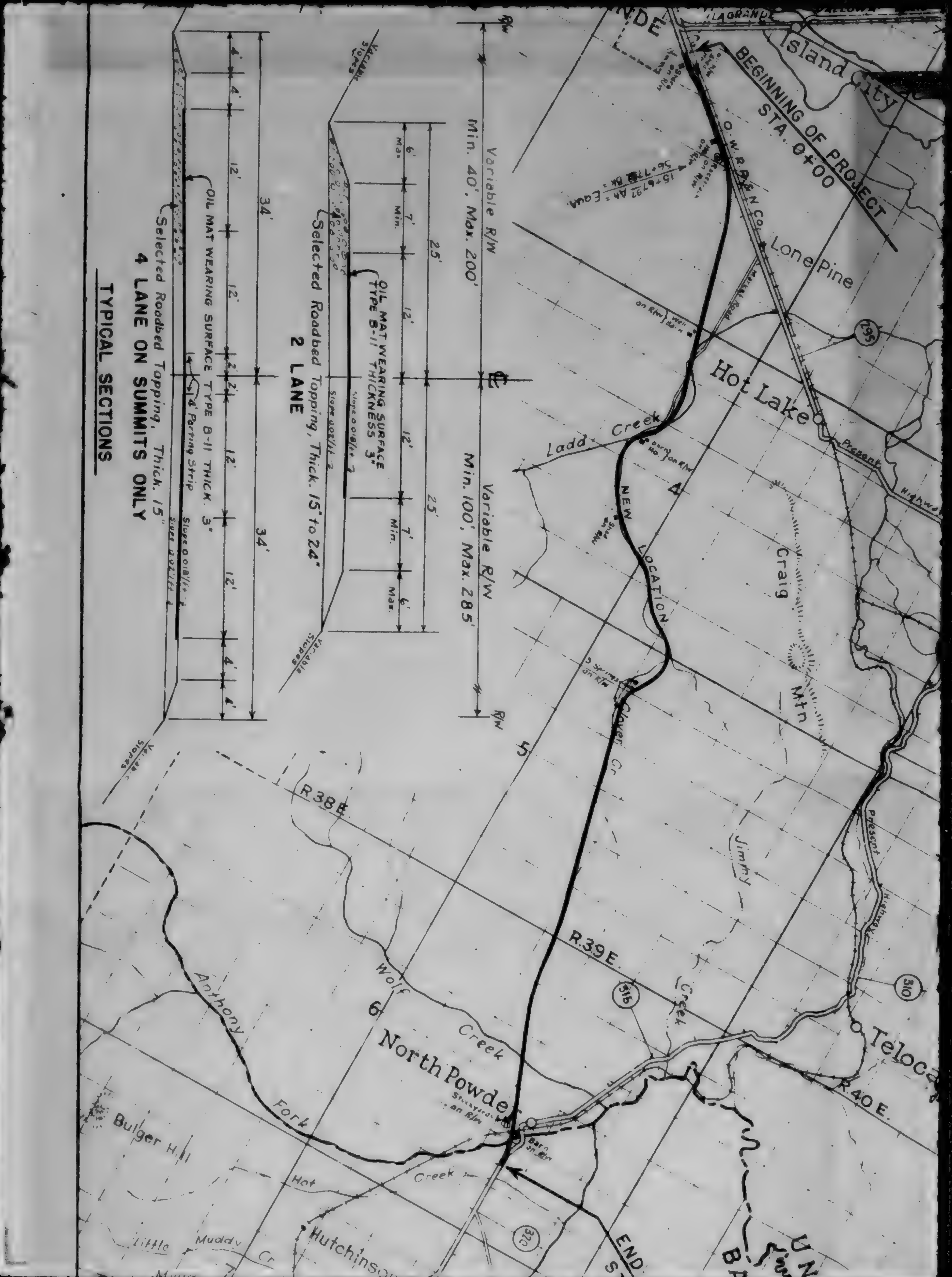
OIL MAT WEARING SURFACE TYPE B-1
4' Parting
Variable Slopes
Selected Roadbed Topping, T
4 LANE ON SUMMITS
TYPICAL SECTION


TYPICAL SECTIONS
4 LANE ON SUMMITS ONLY
Selected Roadbed Topping, Thick. 15"
OIL MAT WEARING SURFACE TYPE B-11 THICK. 3"
4' Parting Strip
34'
12'
4'
Variable Slopes
2 LANE
Selected Roadbed Topping, Thick. 15" to 24"
OIL MAT WEARING SURFACE TYPE B-11 THICKNESS 3"
25'
12'
6' Max.
7' Min.
Variable R/W Min. 40', Max. 200'
Variable R/W Min. 100', Max. 285'
℄
R/W
BEGINNING OF PROJECT STA. 0+00
Island City
LAGRANDE
O.W.R.R.& N.Co.
15+67.97 Ah = Equa.
56+77.0 Bk
Lone Pine
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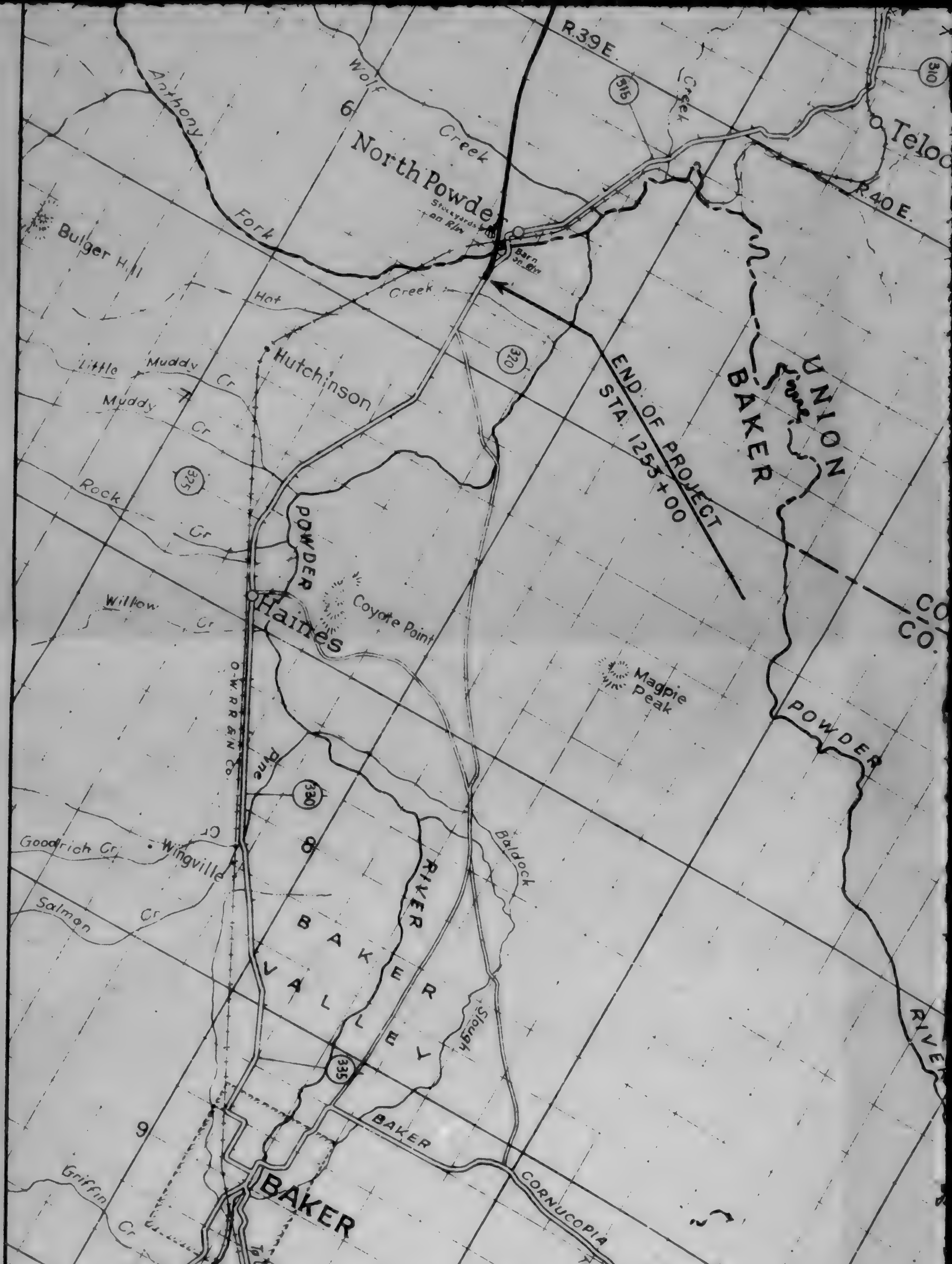
North Powder
Stockyards on R/W
Barn on R/W
Bulger Hill
Hot Creek
Little Muddy Cr
Hutchinson
320
END


R.39 E.
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315
Wolf
Creek
Creek
Anthony
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Teloc
North Powder
R.40 E.
Stockyards on R/W
Barn on R/W
Bulger Hill
Fork
Hot
Creek
Hutchinson
320
END OF PROJECT
STA. 1253+00
UNION
BAKER
Little
Muddy
Cr
Muddy
7
Cr
325
Rock
Cr
POWDER
Coyote Point
Willow
Cr
Haines
CO.
CO.
Magpie Peak
O.-W.R.R.&N. Co.
Pine
POWDER
330
8
Goodrich Cr.
Wingville
Baldock
RIVER
Salmon
Cr
BAKER
VALLEY
Slough
RIVER
335
9
BAKER
Griffin
Cr
BAKER
CORNUCOPIA
BAKER
To Unity
To Ontario
To Richland
HWY

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FOR FILING

June 15, 1949

Mr. Al Harlow
Union County Treasurer
La Grande, Oregon

Dear Sir:

The Honorable Douglas McKay, Governor of the State of Oregon, has referred to me your communication of May 10, relating to the relocation of US30 between North Powder and La Grande via the Ladd Canyon route which saves 5.5 miles in distance.

The location of a modern highway is determined by an exhaustive study of the economics of the various routes in order to afford maximum benefits to the largest number of people. The great industrial growth in the United States in recent years has largely depended upon highways, and the modernization of the present highway system is merely in its infancy and will have a profound effect on the future economy of this state and of America. Every highway relocation receives the analysis not only of our own designers and statisticians, but of those of the National Government.

The relocation of our primary highway system so as to shorten miles, reduce the hazard, and expedite the movement of goods and services, returns large savings to the motoring public and receives the enthusiastic endorsement of all people as soon as the improvements have been made. I feel certain that, after the La Grande-North Powder Section is open to traffic, many people will wonder how the public ever tolerated such a primitive route as the Telocaset route.

You will, I trust, pardon me for the statement that the state highways of Oregon are not built by the property owners from property taxes, as your letter would indicate. Rather, the state roads are built and maintained by taxes upon the road users. In making an economic study, we determine the annual monetary benefits to the road users in relation to the annual cost of the road. These investigations disclose that the building of the road by Ladd Canyon will afford a benefit quotient of a little more than four. In other words, for each dollar expended they will receive more than four dollars in benefits. In contract to this, the improvement of the highway through Union will give a benefit quotient of 1.8. Eighty-five per cent of the road users on this road are Oregon people, so the benefits will accrue directly to Oregon pockets. We again wish to repeat that the Ladd Canyon Road can be built more cheaply than the longer line through Union, at the same standards.

Some years ago, we saved fifteen miles by the reconstruction of a line between Pendleton and Boardman. As you recall, the old line went down the Umatilla River from Pendleton to Nolin, Echo, Hermiston, and to the mouth of the river at Umatilla. The benefits were so great that they equaled the total cost of the road in about four years' time. For about sixteen years the traffic was routed over the longer route, which was an imposition upon our entire economy. You might ask why the road was not built in the proper place the first time. In answer, will tell you that the original location cut straight across country from Pendleton to Arlington, but, through action of the legislature, the road, by mandate, was placed through these small towns. Contrary to expectations, the later moving of the road away from the small towns had no apparent detrimental effect upon any of them, because the merchants of such towns depend primarily upon service to the local people.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

cc: Governor McKay
Mr. Chas. H. Reynolds

DOUGLAS McKAY
GOVERNOR

STATE OF OREGON
EXECUTIVE DEPARTMENT

May 16, 1949

Honorable Al Harlow
Union County Treasurer
La Grande, Oregon

Dear Mr. Harlow:

I have noted carefully the views you have set forth in your letter of May 10th concerning a proposed change in the location of highway No. 30 near La Grande. Yours is the first letter I have received on this subject and I am asking for a report on the matter from the State Highway Department.

In your letter you mention that "the proposed change cannot go through without your approval", and I want to point out that I have no authority to direct the Highway Commission to follow any certain plan for highway improvement or construction. The Commission has sole jurisdiction in deciding the routes to be followed, the type of construction, and all other matters having to do with the administration of its department. It is true that I appoint the Commissioners, but I do not dictate their policies.

COPY

I am asking the State Highway Engineer, Mr. R. H. Baldock, to write to you concerning this matter and at the same time he will give me a report on the subject.

Thank you for bringing your views to my attention. While I do not have the authority to direct what action shall be taken, I am always interested in checking into such matters and discussing them with the Commission.

Sincerely yours,

Governor

DM:G

cc - Mr. R. H. Baldock

AL HARLOW

Union County Treasurer

La Grande, Oregon

C
O
P
Y

May 10, 1949

Governor Douglas McKay
State Capitol Building
Salem, Oregon

Subject: Complaint about Highway changes--La Grande to North Powder.

My Dear Governor:

Concerning the proposed change of highway No. 30 diverting from the present highway No. 30 just west of La Grande and connecting again with highway immediately south of North Powder at the overhead bridge. The excuse is offered that this new line constructed will reduce mileage between La Grande and Baker about six miles; which as you know amounts to nothing; those insignificent miles saved will mostly benefit the cross country drivers and will be of but little benefit to the residents of Oregon, the people who pay for all of these line changes; a great many of which are useless as well as costly. When the proposed new line is constructed the old line has to be maintained also which, of course, would be the cause of maintaining two parallel lines, and not one of the hazardous places on the old line will be eliminated.

It has been quoted that the proposed new line can be constructed at a less cost than to reconstruct the present highway between the points mentioned which as you know is an absurd statement as there is over half of the mileage between those two points, La Grande and North Powder that can and should be utilized. The greatest injustice will be done to the property owners of La Grande, Union, and North Powder as the businesses of all three places mentioned will be materially reduced and of course that will be reflected in the property values accordingly. But taxes with which to pay for this change will remain the same and will be increased from year to year on account of the added mileage due to construction and maintenance of these two parallel highways so that on the whole the people of Oregon will be benefited but very little. I think it is time that the people of the state are entitled to a little consideration: As they are the ones who pay for all of these extra wasted funds: And it amounts to just that. Because when extra parallel mileage is added to the present mileage it is just that much needless tax burden added an already overtaxed people. And as stated before, some consideration should be given them instead of arbitrarily reducing their property values as no state can reduce its highway maintenance cost by constructing paralleling highway lines.

I do not wish you to get the mistaken idea that the traveling public will appreciate these very few miles which will be saved to them: In fact but few of them will know about it: And I know that all of them do appreciate driving through a town every few miles. That will be denied them if this proposed highway change is constructed as there will not be a town of any consequence that any of the traveling public would pass through between Baker and Pendleton, and I cannot visualize a more detrimental gossip to be spread over this entire country than to have the statement made that we did not pass through a town of any consequence between North Powder and Pendleton; however, some towns could be seen from this highway but I suppose that they did not amount to much as the highway did not pass through them!

I know of at least ten men that this proposed change will break if this line change is allowed to go through. Some of them may be old and may be unable to recuperate from their losses.

I, of course, know that you must have received numerous complaints about this senseless change and I'm adding mine at the suggestion of a great many tax paying citizens. Because I know as well as you do that the proposed line change cannot be built at a less cost than reconstructing the present highway; that the maintenance will be increased due to maintaining parallel lines; that several men will be broke; that the proposed line will be constructed at a higher altitude than the present one, thereby increasing the load lift that much; that and extra six or seven miles of snow territory will be added to such a change; that property values in the towns bypassed will be greatly reduced which of course will be an injustice. No state can reduce its highway operating cost by adding paralleling lines. Finally the reputation of Eastern Oregon as a thriving community which is part of the state will suffer very much due to the traveling public not being able to see our present prosperous communities.

Of course I know that this proposed change cannot go through without your approval and it is to be only hoped that after due consideration of the points raised that you will not approve this line change.

Yours very truly,

(sgd) Al H.

Al Harlow
Union County Treasurer

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FOR FILING

Agenda Item 3-h
December 20 and 21, 1948

December 22, 1948

Mr. Charles Smuts
Route 2
La Grande, Oregon

Dear Mr. Smuts:

I presented to the State Highway Commission at its meeting this week your resolution, which I received at the Imperial Hotel in Portland, in which the property owners along the Old Oregon Trail express their attitude with respect to the proposed rerouting of this highway through Ladd Canyon.

The Commission deferred action on the matter pending a report from the Engineer and a very careful study of this report.

It is the intention of the Commission, as I understand it, to consider this project in setting up its next construction program, but it is making no commitments as to any project for such program until it has completed its inspection of state highways throughout the entire state, which probably will not be for a couple of months.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:co

Agenda Item 3-h
December 20 and 21, 1948

December 22, 1948

Mr. E. M. Killion, Manager
La Grande Chamber of Commerce
P. O. Box 882
La Grande, Oregon

Dear Mr. Killion:

Your letter of December 17, 1948, directed to the Oregon State Highway Commission, and to the particular attention of Mr. T. H. Banfield, in which letter you advise that the Directors of the La Grande Chamber of Commerce are unanimously in favor of modernization of the present highway between La Grande and North Powder, had the attention of Mr. Banfield and the other members of the Highway Commission at its meeting this week, but action on the matter was deferred pending a report by the Engineer on the subject and a careful study of it by members of the Highway Commission.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

La Grande Chamber of Commerce

The hub of Eastern Oregon

NEW FOLEY BUILDING
LA GRANDE, OREGON

December 17, 1948

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

It is our understanding that the Highway Commission has recently reopened the subject of modernization of U. S. Highway 30 from La Grande to North Powder, with a view of considering the advisability of including this project in the next two year program.

This subject was fully discussed on December 16th during a regular meeting of the Board of Directors of the La Grande Chamber of Commerce and a resolution was unanimously adopted recommending to the Commission that this hazardous section of U. S. Highway 30 be modernized at the earliest possible date.

It was further resolved to recommend to you that every possible consideration be given to modernization of the existing route through Union. We feel that the bypassing of that city by relocating the highway on an alternate route would cause severe economic loss to a substantial segment of the Union business firms.

As stated, these recommendations were adopted by formal action of the Board of Directors with the instructions that I convey them to you for your most earnest consideration.

Respectfully,

E. M. Killion
E. M. Killion
Manager

EMK:dw

FRED
ACKNOWLEDGED
H. B. GLAISYER

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
DEC 17 1948
FOR FILING

Const
R/W
Old Ore Trail

December 16, 1948

Oregon State Highway Commission

Gentlemen:

Mr. Glaisyer has furnished to you a copy of the letter from Mr. Robert F. Ball, Manager of the Baker County Chamber of Commerce, in which he advises that the Board of Directors of the Baker County Chamber of Commerce has resolved to support the City of Union in the routing of the Old Oregon Trail Highway, US30, through Union, in lieu of the Ladd Canyon Route. Mr. Irving Hess, of Union, will appear before the Commission at 2:30 p.m. on Tuesday, December 21, on this same subject.

For your information, I give you the following facts as determined by a reconnaissance survey of the alternate routes made in 1941. It is conceded that costs have very materially increased since that date, but likewise, has traffic, so that the benefit quotients indicated in our 1941 reconnaissance survey should still be reasonably accurate. We are revising the former reconnaissance estimate and benefit quotients, but they are not complete as of this date.

The 1941 survey indicated that the route via Ladd Canyon was 23.774 miles in length. The estimated cost was $1,250,000, and the benefit quotient was 3.71, which results in annual traffic benefits to the public of $300,667 annually.

The route via Union is 29.250 miles in length, and the estimated cost in 1941 was $1,242,000. The benefit quotient was 2.14, with annual traffic benefits to the public of $149,401.

This route is on the interstate highway system, and it would eventually be necessary to by-pass Union in any event. Due to the great saving in distance, 5.476 miles, via the Ladd Canyon route, the approximately same cost of construction, and the more than twice the annual benefits to the traveling public, it is difficult to give any consideration to the route through Union.

The City of Union would be well served by the existing highway, which would be retained as a secondary state highway, and it is not believed that the economic stability of the Union vicinity would be jeopardized by the by-passing of through traffic on US30.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:er:hi
cc: W. C. Williams

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Const
R/W
Old Ore. Trail

December 14, 1948

Mr. Irving Hess
Union
Oregon

Dear Mr. Hess:

This will confirm the telephone conversation I had with you a few moments ago concerning the appearance of a delegation from Union and vicinity at the next Commission meeting to discuss the proposed Ladd Canyon improvement.

The next meeting of the Commission is scheduled to be held in Portland in the Green Room of the Imperial Hotel on Monday and Tuesday, December 20 and 21, 1948. Delegations will be heard on the second day of the meeting, so I have reserved 15 minutes of time for your group starting at 2:30 p.m. on Tuesday, December 21.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ee

cc-Commissioners

Salem, Oregon
December 14, 1948

Mr. R. H. Baldock

Mr. W. C. Williams

I have just had a telephone call from Mr. Irving Hess, of Union, requesting a hearing before the Highway Commission at its meeting on December 21 for a group from his vicinity concerning the proposed Ladd Canyon improvement.

I have assigned him 15 minutes of time starting at 2:30 p.m. on Tuesday, December 21. He told me that he had discussed the matter with Mr. Banfield who had advised him to get in touch with me for this reservation.

Secretary

HSG:eo

AGENDA
DEC 20 1948

D

Irv. Hess. Union

Session 1-

Irving Hess, Union

re Ladd Canyon project

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2:30 PM
Dec 21

D

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FOR FILING

December 6, 1948

Mr. Robert F. Ball, Manager
Baker County Chamber of Commerce
Baker, Oregon

Dear Mr. Ball:

In your letter of December 3, 1948, you advise that the Board of Directors of the Baker County Chamber of Commerce has gone on record as favoring the modernization of the present route of the Old Oregon Trail through the City of Union rather than construction of a new route through Ladd Canyon between North Powder and La Grande.

Your letter will be brought to the attention of the State Highway Commission at the first opportunity. I am forwarding copies thereof to the individual members of the Commission for their advance information, and I am also handing a copy to Mr. R. H. Baldock, State Highway Engineer, for his information and recommendation to the Commission when the matter comes up for discussion.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]:eo

cc - Commissioners
Mr. R. H. Baldock
Mr. W. C. Williams

BAKER COUNTY CHAMBER OF COMMERCE

BAKER, OREGON

AGENDA
DEC 20 1948

December 3, 1948

[illegible] D

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

The Board of Directors of the Baker County Chamber of Commerce at a regular meeting yesterday discussed at length the problem of improvement of U.S.Highway #30 from North Powder to La Grande.

Both our Highway Committee and our Board of Directors have studied the question of highway location by modernization of the present route through Union or by a new highway via Ladd Canyon.

We now recommend to you that the present general location of Highway #30 through Union be modernized. We feel that Eastern Oregon will lose too much if any route is planned that will miss the City of Union. We believe that the present highway can be modernized at less cost than a new road built. We think that a Ladd Canyon highway would involve more severe winter driving conditions than the present route.

Finally, we are convinced that a fundamental social problem is involved. The fine citizens of Union have invested their lives, their resources and their energies in that City. They would suffer serious and undue loss if the highway were relocated away from them.

In view of these considerations, the Board of Directors last night resolved the support of this organization to the highway route through Union, and instructed that you be informed of this action.

Respectfully,

Robert F. Ball

Robert F. Ball,
Manager

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
DEC 6 1948
OREGON
STATE HIGHWAY COMMISSION

COPIES TO COMMISSIONERS
Baldock
Williams

"THE FRIENDLY CITY ON THE OLD OREGON TRAIL"

MINING · LUMBERING · AGRICULTURE · STOCK RAISING and DAIRYING · HUNTING · FISHING · SCENERY · WINTER SPORTS

STC

FORM E-30 15M 9-46 25632

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 12, 1948

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

L

Dear Mr. Williams:

Under date of November 7th Mr. R. W. Cozad has made a report covering the estimated cost of right of way on the Ladd Canyon project on the Old Oregon Trail in Union County.

In view of the detailed information and suggestions made by Mr. Cozad, which, I believe, will be of considerable interest and value to the Commission's engineers I am attaching a copy of Mr. Cozad's letter of transmittal and his detailed appraisal in full.

If the line remains as it was pointed out to Mr. Cozad on the ground I would suggest that for the purposes of preliminary estimates of cost of the project the appraisal be increased by 15 % making the total cost $ 295,000.

Very truly yours,

J. M. DEVERS

By J.W. DeSouza
J. W. DeSOUZA
Assistant Counsel

JWD:ma
(In triplicate)

cc - R. W. Cozad

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

November 12, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. J. M. Devers
Salem, Oregon

C O P Y

Attention: Mr. DeSouza

Dear Mr. DeSouza:

As per your request in a letter dated October 14th, the following is a reconnaissance appraisal of probable right of way costs for the North Powder-LaGrande Section in the Ladd Canyon area on the Old Oregon Trail in Union County.

Some information was available from the 2000' map prepared by J. F. Waller, Locating Engineer and dated May 1941. Mr. Earl Bickmore, Resident Engineer who is located in Baker went over this project with me and in most sections said the location would be changed and this appraisal is based on the location as shown to me by Mr. Bickmore. Amounts of land, fencing etc. I have had to determine by mile posts as no Station numbers are available.

I have broken this appraisal up in Seven Sections identifying the different sections by mile posts only. Each Section is a natural dividing line on account of natural canyons, knolls and different farming or stock raising operations.

A few suggestions are mentioned in different sections which I am sure would greatly cheapen the right of way costs, however I don't know whether they have been considered from a construction standpoint.

Very truly yours,

J. M. DEVERS
Chief Counsel
By

/S/ R. W. Cozad
R. W. Cozad
Right of way agent

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

IN REPLY PLEASE
REFER TO FILE

November 12, 1948

COPY

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Salem, Oregon

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Very truly yours,

J. M. DEVERS
Chief Counsel
By

/s/ [illegible] Cozad
[illegible] Cozad
Right of Way Agent

Copy

Ladds Canyon LaGrande Limits to Mile Post 3.5

This section consists of ten stock farms well improved. Proposed route severs all farms. Buildings etc. will be on Westerly side of highway. Underpasses and service roads will have to be provided as well as some farm crossings in order to restrict access. In discussing restricted access with Mr. Chidsey and Mr. Bickmore it appears they plan on providing some of these things.

I would suggest a foot hill route Westerly from the proposed location be given some thought through this section. If this is possible most all buildings and improvements would be on the same side as cultivated land.

As another alternate I would suggest following the present location of The Old Oregon Trail Southerly from La Grande to Mile Post 4 as shown on the 2000' map submitted by J. F. Waller in o941. From this point the Ladds Canyon Market Road could be followed to Mile Post 7 on the proposed Primary Ladds Canyon Road. This would eliminate about all severance and restricted access cost.

Appraisal is on proposed location as shown by Mr. Bickmore recently.

Land	91 acres at $250.00 per acre	$ 22,750.00
Fencing		5,000.00
Re-establish buildings		15,000.00
Severance and restricted access		50,000.00
Total to Mile Post 3.5		$ 92,750.00

In addition to amount shown above the State to provide at least 3 farm crossings and stock underpasses and service roads.

Mile Post 3.5 to Mile Post 5.5

Land	52 acres at $200.00 per acre	$ 10,400.00
Fencing		2,600.00
Re-establish buildings		3,000.00
Severance and restricted access		15,000.00
Total to Mile Post 5.5		$ 31,000.00

Mile Post 5.5 to Mile Post 10

Land	117 acres at $25.00 per acre	$ 2,925.00
Fencing		6,000.00
Re-establish buildings		2,000.00
Total to Mile Post 10		$ 10,925.00

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Mile Post 10 to Mile Post 14
This area is shoe string hay and cultivated land which is very fertile and lies up and down narrow canyon. Stockgrowers have very good improvements and fine grazing on either side. Right of way as shown takes the heart out of these nice stock ranches and about all left is grazing. Suggest right of way line Easterly about 500 feet along the foot hill be considered. Appraisal is on proposed location as shown by Mr. Bickmore.

Land	104 acres at $200 per acre	$ 20,800.00
Fencing		5,000.00
Severance and controlled access		15,000.00
Total to Mile Post 14		$ 40,800.00

State to provide three underpasses and farm crossings.

Mile Post 14 to Mile Post 15.5

Land	39 acres at $200 per acre	$ 7,800.00
Fencing		2,000.00
Severance and restricted access		6,000.00
Total to Mile Post 15.5		$ 15,800.00

State to provide four farm crossings and two stock underpasses

Mile Post 15.5 to Mile Post 20

Land	117 acres at $125.00 per acre	$ 14,625.00
Fencing		6,000.00
Restricted access		4,000.00
Total to Mile Post 20		$ 24,625.00

Mile Post 20 to Mile Post 24 or intersection with Old Oregon Trail Mile Post 319.

Land	104 acres at $200.00 per acre	$ 20,800.00
Fencing		5,000.00
Severance and restricted access		15,000.00
Total to Mile Post 24		$ 40,800.00

This is all good irrigated hay and farm land owned by stockmen. State to provide at least 4 stock underpasses and 4 farm crossings.

Total cost without cost of service roads, underpasses etc. is $ 256,700.00

Very truly yours

J. M. Devers
By /S/ R. W. Cozad
R. W. Cozad

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Very truly yours

J. M. Devers
By /S/ R. W. Cozad
R. W. Cozad

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FOR FILING

NOTED
W. C. WILLIAMS

SUMMARY

LA GRANDE - NORTH POWDER SECTION, OLD OREGON TRAIL,

UNION COUNTY, DECEMBER, 1948

Line A-F-G-E Primary Highway Via Ladds Canyon

Quotients $Q_s = 0.77$, $Q_B = 4.26$, $Q_C = 3.55$

Total Construction Costs (Net)	$ 2,031,250
Total Annual Capital Cost (30 yr. amort.)	147,855
Annual Capital Cost to State (50% federal aid on const.)	92,003
Annual Traffic Income to State	71,158
Annual Traffic Benefits to Public	391,890

Line A-B-C-D-E, Primary Highway Via Union

Quotients $Q_S = 1.07$, $Q_B = 1.83$, $Q_C = 2.05$

Total Construction Costs (Net)	$ 2,129,826
Total Annual Capital Cost (30 yr. amort.)	163,815
Annual Capital Cost to State (50% F.A. on Const.)	105,612
Annual Traffic Income to State	113,528
Annual Traffic Benefits to State	185,761

WHEREAS, surveys have been made by and on behalf of the Oregon State Highway Commission with a view to the possible rerouting of U.S. Highway No. 30 between La Grande and North Powder, Oregon; and

WHEREAS, one of such surveys contemplates having the highway follow the general line of what is known as the "Ladd Canyon Foothill Road", in a southeasterly direction from the vicinity of La Grande to the present junction with the Ladd Canyon Market Road, which runs northerly from such junction to intersect with Highway No. 30 at Lone Tree; and

WHEREAS, we have been informed that an alternative route has been surveyed whereby the present line of Highway No. 30 will be followed in a southeasterly direction from the vicinity of La Grande to the intersection of the Ladd Canyon Market Road, aforementioned, and thence southward along said Ladd Canyon Market Road to its intersection with the present Ladd Canyon Foothill Road;

NOW, THEREFORE, we, the undersigned, comprising the owners of the real property abutting the route surveyed near the Ladd Canyon Foothill Road, first above mentioned, do hereby respectfully protest and remonstrate against the approval and adoption of said first mentioned route, and recommend the approval and adoption instead of the second proposed route along Highway No. 30 and the Ladd Canyon Market Road for the following reasons:

1. Such first route will cause great and irreparable damage to the value and utility of the abutting farm property:

(a) by cutting off many dwelling houses from barns and cattle feed lots,

(b) by splitting feed lots into two segments in many cases, practically destroying the utility of the land for such purposes,

ACKNOWLEDGED
H. B. GLAISYER

(c) by placing the new highway within a few feet of several dwelling houses, necessitating the removal of some, and removing the front yard of others,

(d) by necessitating in some instances the tearing down and removal of farm outbuildings to inconvenient locations.

2. The proposed prohibition of the crossing of such new highway by cattle and farm machinery will substantially injure and hamper the farming operations of the undersigned:

(a) by necessitating underpasses for cattle which would be inconvenient for cattle and impassable for heavy farm machinery such as grain combines, etc.

3. Such first route would be more expensive to build and maintain by reason of entirely new right of way to be developed, and numerous underpasses required to be constructed and maintained, whereas the route along Highway No. 30 and the Ladd Canyon Market Road would follow an existing major highway for the greater part of its length, and a straight, improved and well graded secondary highway for the balance of the distance.

4. The second, or Highway No. 30--Ladd Canyon Market Road route would be in all respects more practical:

(a) because it is at least as direct, if not a more direct and shorter route,

(b) it would involve less time and cost in construction by reason of following existing improved highways and roads as aforesaid,

(c) it would be less expensive, both in construction cost, and in the matter of damage payments which would have to be paid to abutting owners, as set forth in (1) above

(d) it would avoid practically all damage to abutting property owners which would be incurred if the first proposed route were approved and used.

It is therefore urged by the undersigned that the Oregon State Highway Commission give serious consideration to the foregoing and cause the first above mentioned route to be abandoned, both for the reason that other routes exist which would admit of more efficient and economical construction and maintenance, and that approval and construction of the first above mentioned proposed route would inflict upon the undersigned injuries immeasurable in money, which would practically destroy the value of their lands for farming and stock raising.

Respectfully submitted this 18th day of December, 1948.

La Grande
D. Smutz RFD # 2
Brooks Campbell
La Grande
Lynn Smutz
La Grande Ore.
Harley V Counsell
La Grande Ore
[illegible]
R. H. Tyler
La Grande Ore.

H O Sherwood
La Grande Ore
Chas. Smutz Rt 2
La Grande Ore
Blair Crasser La Grande Ore
Frank [illegible]
Richard Smutz - La Grande, Ore.
Frank M. Jasper

12/27

To the Honorable, the State Highway
Commission of Oregon.

It is our understanding that the Highway Commission is contemplating a change in the location of Highway No. 30 as now located between La Grande and North Powder, by branching at a point near Lone Pine, some four miles east of La Grande and following what is commonly known as Ladd Canyon into North Powder.

We believe that such a change would be unwise, and that instead of a change in the location of the highway, the Commission should reconstruct and straighten the highway as now located between Union and North Powder, for the following reasons:

1. In May, 1941, the Highway Commission, as then constituted, recommended that the highway between Union and North Powder should be reconstructed, straightened and widened; but for reasons beyond the control of the Commission such work was not done:

2. That although the route along Ladd Canyon would shorten the distance between La Grande and North Powder, we believe that if the highway between Union and North Powder were improved and straightened that there would be but very little difference in the length of the two routes:

3. That the highway is now constructed between Lone Pine and Union, a distance of approximately ten miles, and does not need reconstruction and change, and we believe that the highway between Union and North Powder can be reconstructed and improved at considerably less cost to the Commission and the State of Oregon, than a new highway can be built from Lone Pine to North Powder:

4. That the highway as now constructed serves the farming and business communities in the southeastern part of Grande Ronde Valley and should not be abandoned; and to construct an

additional highway along Ladd Canyon would add to the cost of maintenance and upkeep of an additional highway:

5. That the summit of the Ladd Canyon road, so we are informed, is some 400 feet higher than the summit of the present route, and is considerably closer to the mountains; and by reason of this higher elevation and nearness to the mountains, the snow and fog hazards would be considerably greater along the Ladd Canyon route than along the present route.

6. That such additional snow would add to the expense of the Commission and the people of the State, in keeping the road cleared and suitable for travel; and such additional snow, and the greater probability of fog would add to the hazards of traveling such route.

In support of our position as to the snow and fog conditions, we submit for your consideration the accompanying affidavit of Ike Sims, showing the comparative snow and fog conditions of the two routes on the 15th day of December, 1948; and also the accompanying photographs taken on that day showing the snow conditions at the summit of the Ladd Canyon road;

7. That the highway as now located has been so located for many years and many businesses have been built up along the highway, and a change in the location of such highway would entail considerable damage to such property owners without a corresponding benefit to other people; and we believe that such highway should not be changed except for pressing reasons and unless a greater benefit to the people can be accomplished by such change:

8. In summary, we submit that if the highway between Union and North Powder should be reconstructed and straightened, that the distance between La Grande and North Powder could not be materially shortened by such a change; that the cost of

constructing a new highway between Lone Pine and North Powder would be greater than the reconstruction and straightening of the highway between Union and North Powder; that the cost of maintenance would be greater, if the highway were changed; that the snow and fog conditions existing along the Ladd Canyon road would make it more expensive to keep open, and more hazardous for travel than would be the present route, if it were reconstructed and straightened between Union and North Powder; that such a change would damage a large number of people without a corresponding benefit to other people of the State; and we believe that the Highway Commission was correct in its position in May, 1941, when it recommended that the present highway between Union and North Powder should be reconstructed, straightened and widened.

Respectfully submitted,

Highway Committee of Union
Commercial Club.

By T. I. Hess

State of Oregon
ss
County of Union

I, Ike Gibbs, being first duly sworn, say: that on the 15th day of December, 1948, in company with G. G. Rickards, I left Union, Oregon, and traveled along Highway No. 30 to North Powder, Oregon, and thence drove over the Ladd Canyon road back to Union: that on the highway between Union and North Powder there was snow on the ground that on the level varied from three to five inches in depth, and the snow at the summit of the Ladd Canyon road was approximately three feet in depth on the level, as is shown by the pictures taken that day on that trip: that there was no sign of any fog along the highway from Union to North Powder, but at the summit of the Ladd Canyon road there was a considerable fog and low visibility.

Ike Gibbs

Subscribed and sworn to before me this 20th day of December, 1948

Notary Public for Oregon

My commission expires: January 12, 1949

filed by Don

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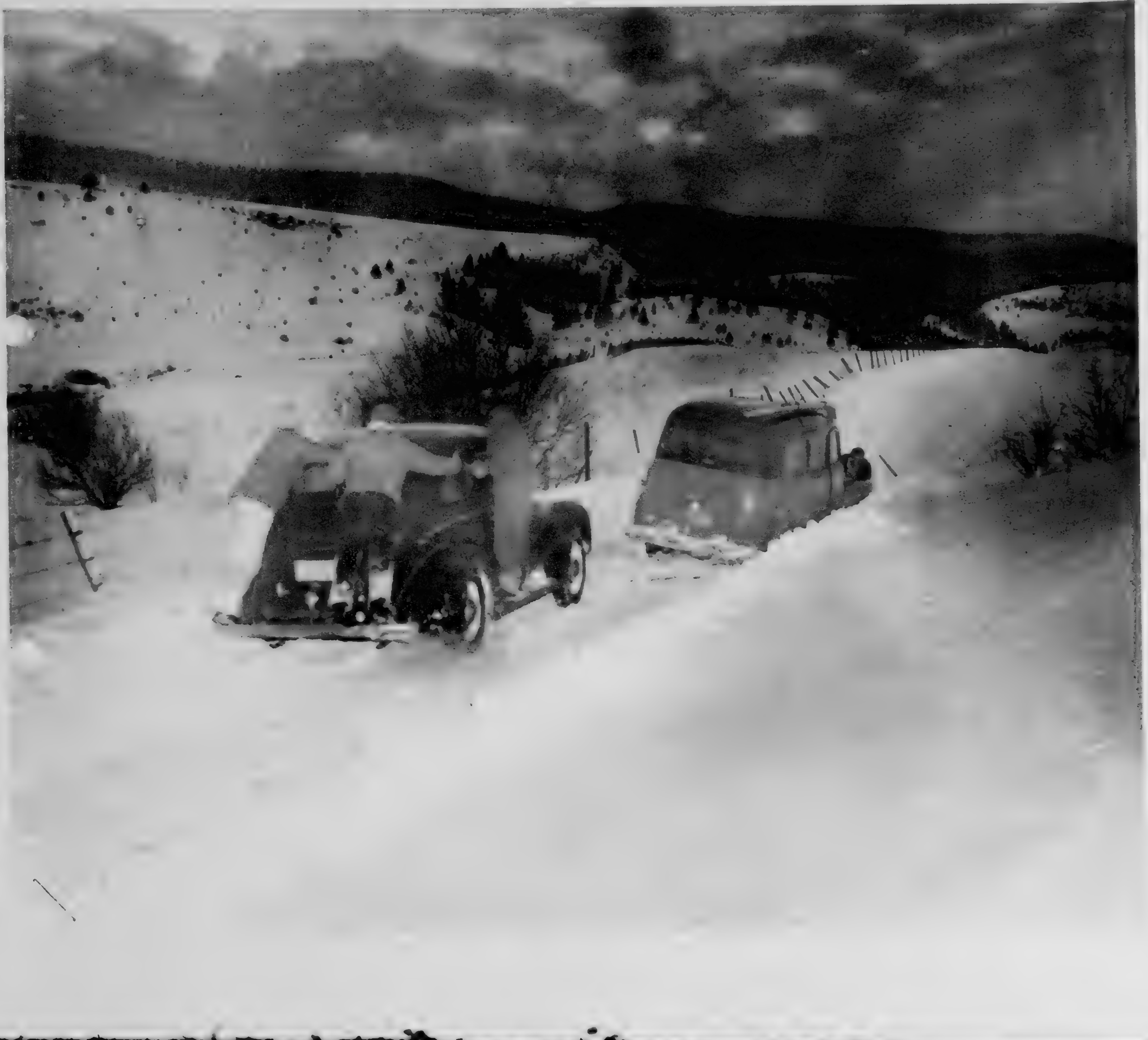

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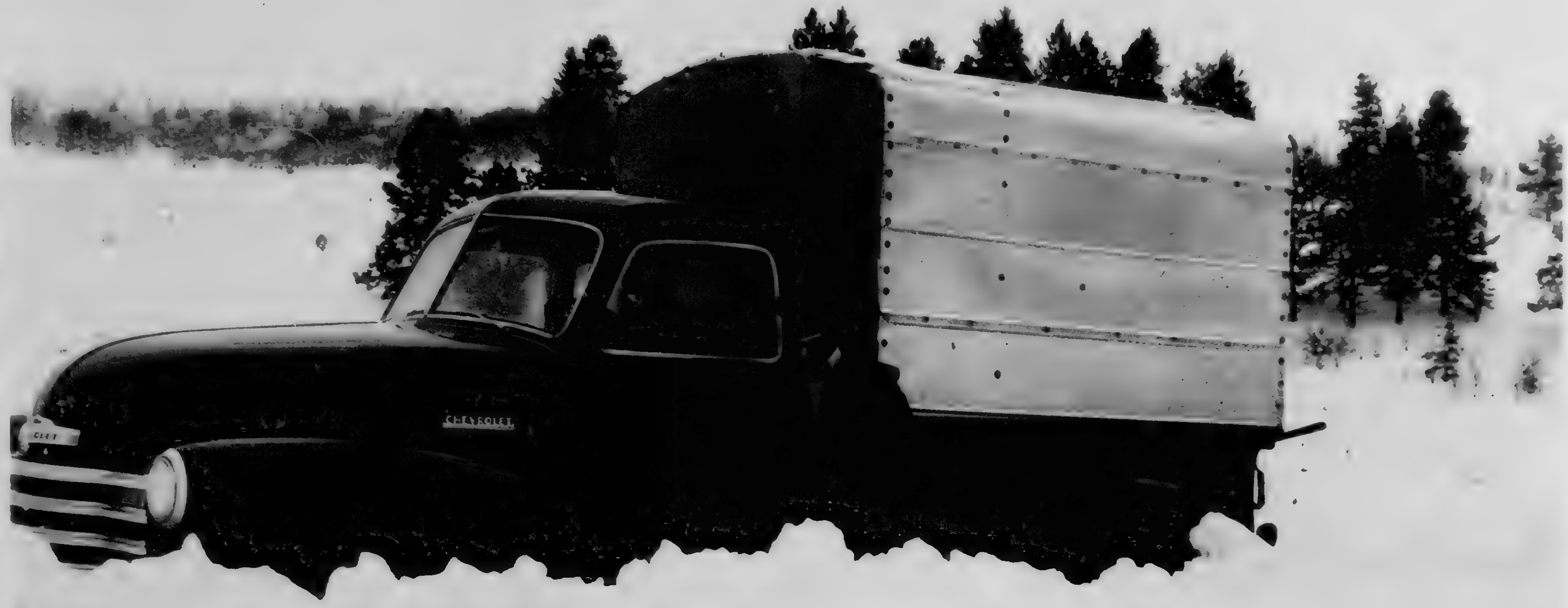
filed by Co.



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Filed by Geo.

filed by Ben

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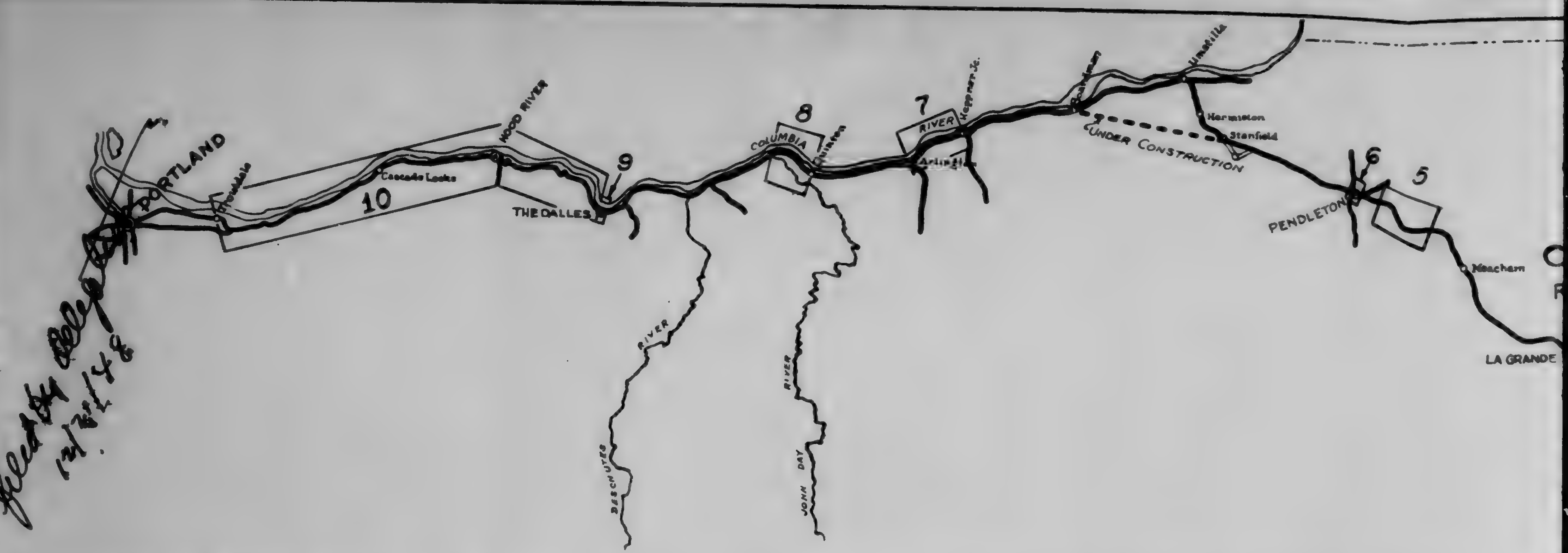
PORTLAND
Troutdale
Cascade Locks
10
HOOD RIVER
THE DALLES
9
DESCHUTES
RIVER
COLUMBIA
8
Quinton
JOHN DAY
RIVER
7
RIVER
Arlington
Heppner Jc.
Boardman
Umatilla
UNDER CONSTRUCTION
Hermiston
Stanfield
PENDLETON
6
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Meacham
LA GRANDE

filed by Bellez 12/21/48

1. ONTARIO TO BAKER COUNTY LINE SECTION. RECONSTRUCT TO SHORTEN DISTANCE AND ELIMINATE INFERIOR ALINEMENT.

2. WIDEN DURKEE UNDERCROSSING AND FLATTEN APPROACH CURVES.

3. RECONSTRUCT OXMAN (FORMERLY UNITY) OVERCROSSING TO ELIMINATE NARROW WIDTH AND SHARP APPROACH C

4. RECONSTRUCT NORTH POWDER TO UNION. PRESENT HIGHWAY IS NARROW, CROOKED AND UNSTABLE.

5. EMIGRANT HILL SECTION. CONSIDER NEW ROUTE TO ELIMINATE HAZARDOUS ALINEMENT.

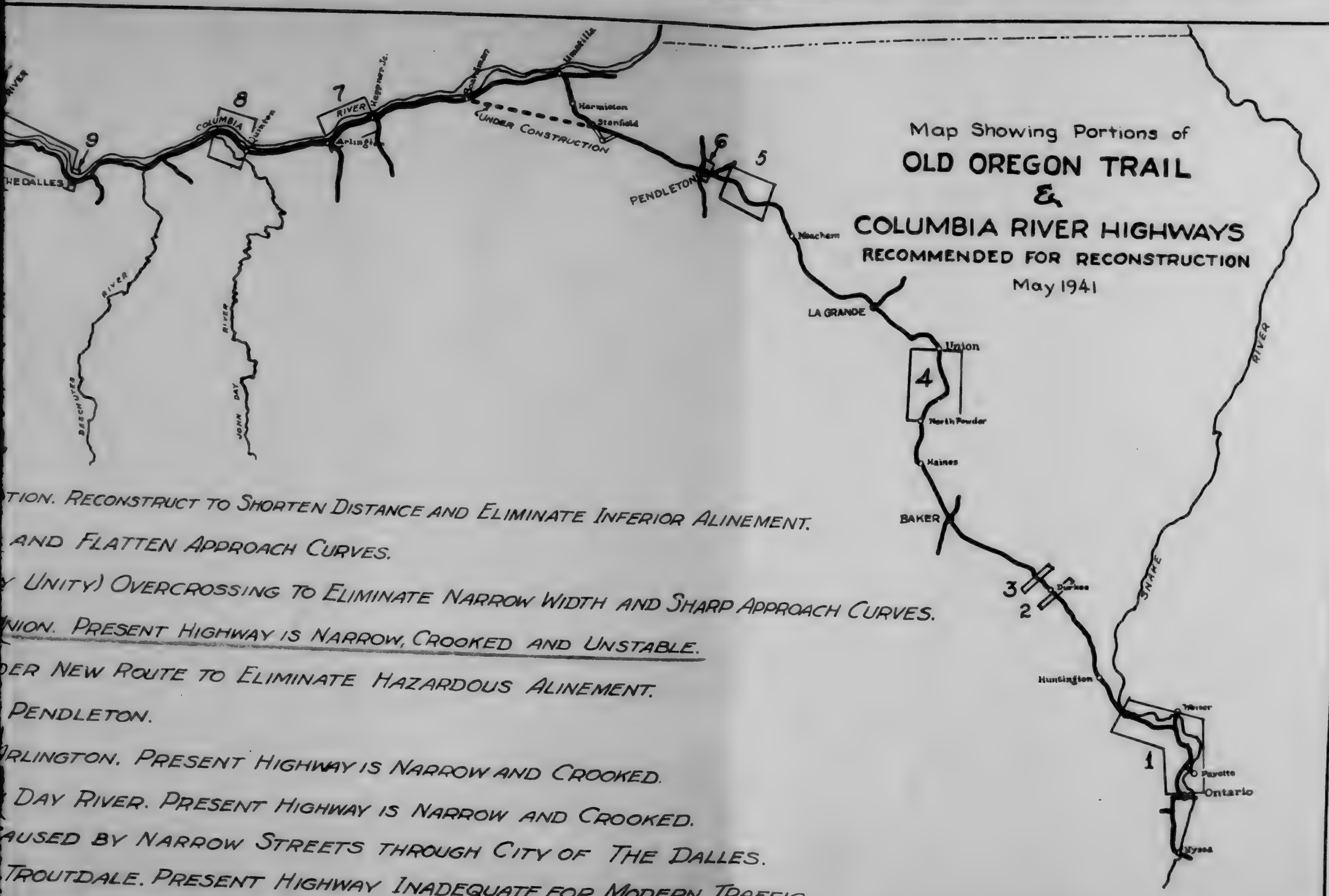
6. WIDEN WEST COURT STREET IN PENDLETON.

7. RECONSTRUCT HEPPNER JCT. TO ARLINGTON. PRESENT HIGHWAY IS NARROW AND CROOKED.

8. RECONSTRUCT QUINTON TO JOHN DAY RIVER. PRESENT HIGHWAY IS NARROW AND CROOKED.

IMINATION OF BOTTLE NECK CAUSED BY NARROW STREETS THROUGH CITY OF THE DALLES.

ONSTRUCT THE DALLES TO TROUTDALE. PRESENT HIGHWAY INADEQUATE FOR MODERN TRAFFIC.



RIVER
THE DALLES
9
COLUMBIA
8
Quinton
7
RIVER
Arlington
Heppner Jc.
Boardman
Umatilla
Hermiston
Stanfield
UNDER CONSTRUCTION
PENDLETON
6
5
Meacham
LA GRANDE
Union
4
North Powder
Haines
BAKER
3
2
Durkee
Huntington
Weiser
1
Payette
Ontario
Nyssa
DESCHUTES RIVER
JOHN DAY RIVER
SNAKE RIVER

Map Showing Portions of

OLD OREGON TRAIL & COLUMBIA RIVER HIGHWAYS

RECOMMENDED FOR RECONSTRUCTION

May 1941

TION. RECONSTRUCT TO SHORTEN DISTANCE AND ELIMINATE INFERIOR ALINEMENT.

AND FLATTEN APPROACH CURVES.

Y UNITY) OVERCROSSING TO ELIMINATE NARROW WIDTH AND SHARP APPROACH CURVES.

NION. PRESENT HIGHWAY IS NARROW, CROOKED AND UNSTABLE.

DER NEW ROUTE TO ELIMINATE HAZARDOUS ALINEMENT.

PENDLETON.

RLINGTON. PRESENT HIGHWAY IS NARROW AND CROOKED.

DAY RIVER. PRESENT HIGHWAY IS NARROW AND CROOKED.

AUSED BY NARROW STREETS THROUGH CITY OF THE DALLES.

TROUTDALE. PRESENT HIGHWAY INADEQUATE FOR MODERN TRAFFIC.

RECEIVED
MAR 9 1948
FOR FILING

March 8, 1948

Mr. Robert N. Terrall
1760 Mill Street
Eugene, Oregon

Dear Sir:

In reply to your letter of March 4 having reference to a survey of the Ladd Canyon route as a possible relocation of US30 between La Grande and North Powder, you are advised that there are no new developments on this section.

A reconnaissance survey was made several years ago of this route and the survey indicated the desirability of constructing this route when funds were available.

There have been no allocations of funds made for such construction to date.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW/ds

1760 Mill Street
Eugene, Oregon
March 4, 1948

Mr. R. H. Baldock
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

I heard from a reliable source a short time ago that the Highway Commission is proceeding with a survey of the Ladd Canyon Road, between LaGrande and North Powder, in preparation for construction of a highway between these two points. I will appreciate it very much if you would tell me if this is true. My home is in Union and I am vitally concerned, as are other people in that vicinity, over this proposal.

This plan was considered some years ago but was shelved after a discussion with which I am not familiar. It will be a mistake to review the former decision and allow this highway to go through.

Undoubtedly the commission's desire is to bring all of Eastern Oregon closer to Portland. However, by-passing various communities will only serve to widen the distances between our already limited facilities and will also weaken Portland's producing and marketing hinterland. We all know that, in general, how Portland goes, so goes Oregon---

I know that your desire is not to undermine the livelihood of one of Eastern Oregon's oldest communities, but to provide the State of Oregon and her visitors with better travel conditions. But we must balance the advantages against the disadvantages in order to determine the advisability of such plans as this.

Any information you can give to me concerning this matter will be greatly appreciated.

Sincerely yours,

Robert N. Terrell

RECEIVED
MAR 5 1948
OREGON
STATE HIGHWAY COMMISSION

F-175(7) Forest Bdry.-Jones Ranch 1950
Sec., Ochoco Hwy.
#3296

RECEIVED
1951
FOR FILING

7 17

Contract #3296
Forest Boundary-Jones Ranch Section

FINAL COST ANALYSIS
Oil Mat Surfacing

A. H. Saxton & Sons, Contractor
A. A. Fossen, Resident Engineer

Prefix F 175-(7) 35-1010
Ochoco Highway

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*3/4"-0" Rock in Cushion Course	5,986	Cu. Yd.	$1.70	$1.89	$11,313.54	$10,176.20
*3½"-1½" Rock in Base	11,765	" "	1.70	1.83	21,493.88	20,000.50
*3/4"-0" Rock in Base & Shldrs.	7,540	" "	1.75	1.89	14,250.60	13,195.00
*Sprinkling	906.78	M-Gal.	2.50	2.50	2,266.95	2,266.95
**Preparation of Base	3.86	Mile	200.00	200.00	772.00	772.00
**Furn. & Place Aggregates	2,805	Cu. Yd.	3.00	3.09	8,662.52	8,415.00
**Furn. & Place 151-200 Asphalt	264.66	Ton	40.00	40.00	10,586.40	10,586.40
∅Metal Guard Rail	4,790	Lin. Ft.	2.50	2.15	10,270.60	11,975.00
3/4"-½" Cr. Rock in Stockpiles	839.5	Cu. Yd.	1.55	1.685	1,414.56	1,301.23
½"-¼" Cr. Rock in Stockpiles	2,072.1	" "	1.55	1.685	3,491.49	3,211.76
¼"-0" Cr. Rock in Stockpiles	775.8	" "	1.55	1.685	1,307.22	1,202.49
PA #1, 6" Perf. Corr. M.P. Dipped	1,120	Lin. Ft.	2.00	1.63	1,824.48	2,240.00
PA #1, Structural Exc.	62.22	Cu. Yd.	2.50	1.93	120.08	155.55
S.P. Screen Rejects in S.P.	2,798.9	" "	0.25	0.25	699.73	699.73
S.P. Haul Rejects, Favor of Contractor	2,212.4	Yd. Mi.	0.12	0.12	265.49	265.49
Force Account					1,989.97	2,088.48
Force Account Rock A/C					94.71	99.33
					$90,824.22	$88,651.11

Total Cost	$90,824.22
Gross Revenue	88,651.11
Net Loss	$ 2,173.11

Net Loss Equals 2.5% of Gross Revenue

Contract #3297
Jones Ranch-Mitchell

FINAL COST ANALYSIS
Oiling & Rock Production
A. H. Saxton & Sons, Contractors
A. A. Fossen, Resident Engineer

Prefix 4202-201
Ochoco Highway

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Preparation of Base	9.94	Mile	$200.00	$200.00	$1,988.00	$1,988.00
*Sprinkling	158.66	M-Gal.	2.50	2.50	396.65	396.65
*Furn. & Place ½"-0" Screen Reject Material in Binder Course	1,128	Cu. Yd.	2.50	2.29	2,583.12	2,820.00
*Furn. & Place Aggregates	1,908	" "	3.20	3.186	6,078.89	6,105.60
*Furn. & Place SC-1 Asphalt in Binder	145.19	Ton	41.00	41.00	5,952.79	5,952.79
*Furn. & Place 200-300 Asphalt	148.25	"	40.00	40.00	5,930.00	5,930.00
3/4"-0" Cr. Rock in Stockpile	1,895.6	Cu. Yd.	1.85	1.888	3,578.89	3,506.86
½"-¼" Cr. Rock in Stockpile	1,891.2	" "	1.85	1.888	3,570.58	3,498.72
¼"-0" " " " "	1,000	" "	1.85	1.888	1,888.00	1,850.00
S.P. Purchase of Screen Rejects in S.P.	1,867.7	" "	0.25	0.25	466.93	466.93
Hauling Screen Rejects	1,548.5	Yd. Mi.	0.12	0.12	185.82	185.82
Force Account					144.81	152.79
					$32,764.48	$32,854.16

Gross Revenue	$32,854.16
Total Cost	32,764.48
Net Profit	$ 89.68

Net Profit Equals 0.03% of Gross Revenue

* Work done all or part by D. F. McKenzie

* Work done all or part by Wm. Anderson.

Ø Work done all or part by R & M Construction Co.

** Work done all or part by D. F. McKenzie.

Forest Boundary-Jones Ranch, Contract 3296
Jones Ranch-Mitchell, Contract 3297

Detail of Cost

Labor:			
Supervision		$1,925.00	
Labor		24,111.75	
Labor Insurance		2,714.25	
			$28,751.00
Materials:			
Metal Guard Rail and Concrete Post	4,790 feet at $1.36	$6,514.40	
End Section	20 end section at $3.10	62.00	
Paint & Thinner		101.70	
6" Perf. Corr. M.P. Dipped & Bands		1,152.48	
			7,830.58
Equipment Rentals & Miscellaneous Expense:			
Equipment Rentals (Owned)		$19,861.03	
" " (Hired)		507.40	
Hired Trucks		2,802.60	
Gas, Oil & Grease		8,066.31	
Lumber		836.80	
Powder & Caps		3,500.23	
Drill Steel & Bits		183.62	
Freight & Cartage		203.47	
Misc. Supplies & Small Tools		1,467.96	
Drilling Subcontractor		1,518.00	
P.U.C. Permits		263.34	
P.L. & P.D.		143.75	
Bond		695.94	
Home Office & General Overhead		2,263.57	
			42,309.02
Work Done By R & M Construction Co.:			
Installing Guard Fence, Post & Painting	4,790 lin. ft. at $0.75	$3,592.50	
Work Done by Wm. Anderson:			
Street Work on 3/4"-0" Cushion Course, 3½"-0" Base Rock & 3/4"-0" in Shoulder & Base	25,291 cu. yds. at $0.20	5,058.20	
Sprinkling	1,065.44 M/Gal. at $2.50	2,663.60	

Work Done by D. F. McKenzie:

Hauling & Placing Aggregates & ½"-0" in Binder Course	5,841 cu. yd. at $1.40	$8,177.40	
Furn. & Place SC-1 Asphalt in Binder Course	148.25 tons at $41.00	5,930.00	
Furn. & Place 151-200 Asphalt	264.66 " " 40.00	10,586.40	
Furn. & Place 200-300 Asphalt	148.25 " " 40.00	5,930.00	
Preparation of Base	13.8 miles at $200.00	2,760.00	
			$44,698.10

Total Cost. $123,588.70

Breakdown of Crushing Cost

	Cost	Quantity	Unit	Unit Cost
Move In and Set Up	$8,079.62	39,606	Cu. Yd.	$0.204
Drill and Shoot	10,257.95	39,606	Cu. Yd.	0.259
Load & Haul to Crusher	13,109.59	39,606	Cu. Yd.	0.331
Crushing	22,100.15	39,606	Cu. Yd.	0.558
Total Cost in Bunker	$53,547.31	39,606	Cu. Yd.	$1.352

Remarks:

The Forest Boundary-Jones Ranch Section was a "Regular Federal Aid Project". The contract, calling for furnishing of 25,100 cu. yds. of crushed base rock, 3.86 miles of Type 0-11 oil mat wearing surface and 4,000 cu. yds. of crushed rock in stockpiles on the Ochoco Highway, was bid and awarded March 20th, 1950. Work was started May 29th, 1950, and completed November 10th, 1950.

The Jones Ranch-Mitchell Section of the Ochoco Highway was a "State project". The contract, calling for construction of 9.94 miles of Type 0-30 oil mat, with SC-1 asphalt binder course, and furnishing approximately 5,000 cu. yds. of crushed rock in stockpiles, was bid and awarded March 20th, 1950. Work was started May 29th, 1950, and completed September 6th, 1950.

The contractor hired a drilling crew to excavate a coyote hole in the designated quarry at M.P. 56.74. The main shaft was excavated in 70 feet and then teed off 22 feet on either side of the main tunnel. The contractor used approximately 7 tons of powder in the coyote hole.

Erection of crushing plant was started May 29th, 1950, and completed June 17th, 1950. The crushing plant consisted of 3' x 18' feeder, 24" x 36" jaw crusher, 3' gyratory crusher, 36" cone crusher, 45 cu. yd. 3-compartment steel bunker, 2' x 6' scalping screen and 4' x 12' separating screen. The plant was powered with three diesel motors and one diesel generator unit, with conveyors and electric motors as required.

The quarry was shot June 14th, the rock breaking big resulting in the contractor being required to have 2 men and compressor reshooting on each shift. The crushing plant operated two 8-hour shifts per day. Due to reshooting, the crushing plant production was below average, as rock was not delivered to the plant fast enough for full efficiency.

Rock was loaded with 3/4 cu. yd. shovel and hauled with two 6 cu. yd. dumptors to the crusher. The elapsed working time was 868 hours, and the actual crushing time 693 hours, for an average production of 57.2 cu. yds. per hour. Excessive reshooting in the quarry slowed up production.

The street work on base rock, 3/4"-0" in cushion course and 3/4"-0" in shoulder and base was done by Wm. Anderson for a cost of $0.20 per cu. yd. Installing guard fence and painting was done by R & M Construction Co. at a cost of $0.75 per foot. D. F. McKenzie furnished and placed all road oil at bid price and placed the aggregates at a cost of $1.40 per yard.

The contractor had good equipment, but the quarry rock broke much larger than anticipated, and the bid prices were too low to realize a profit.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

5/18/51

RECEIVED
7 1951
FOR FILING

7-175 (7)

OREGON STATE HIGHWAY COMMISSION
(date)
Feb. 5, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3296	7-final	A. H. Saxton & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
1420	B-9211	$ 2,650.68	2/2/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to Nov. 10,1950 without penalty

Completion Date: Nov. 10, 1950

Date Accepted: Dec. 19, 1950 —

Penalties: None of record

Claims: None of record

Remarks:

Date: 2-6-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A. A. Wicklander

RECEIVED
JAN 8 - 1951
FOR FILING

7-175 [illegible]

[illegible]

January 4, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

NOTED
H. B. GLAISYER

Gentlemen:

Please be advised that State Highway Contract No. 3296, for surfacing on the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County, has been completed by the contractor, A. H. Saxton & Sons, and that final payment in the amount of $2,650.68 will be made on or after January 15, 1951.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information the total contract amount is $88,355.91, of which amount $2,187.81 represents force account items. This contract was completed on November 10, 1950 and accepted by the Highway Commission on December 19, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

RECEIVED
JAN 8 - 1951
FOR FILING

7-175 (7)

3296

December 29, 1950

A. H. Saxton & Sons
Route 2
Corvallis, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1950, had under discussion your request for an extension of time of 11 days, from October 30 to November 10, 1950, within which to complete your contract No. 3296 for surfacing on the Forest Boundary-Jones Ranch Section on the Ochoco Highway, Wheeler County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. A. Chandler,
Division Engineer

A. A. Fossen,
Resident Engineer

H. G. Smith

RECEIVED

FOR FILING

F-175 (7)

3296

2343

December 27, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In your letter of November 30 you advised of the unsatisfactory construction of guard fence on Oregon Project F-175 (7), Forest Boundary-Jones Ranch Section of the Ochoco Highway.

We have had an investigation made of this fence construction, and Mr. Dean Swift, Assistant Division Engineer, reports as follows:

"I was over this section yesterday with Mr. Chandler and again inspected this guard fence. The shoulders in some places had settled before the guard fence was constructed, and the fence was built at an elevation to correspond with the center line, and allowing a slight slope from the edge of the oil to the fence. This left the fence quite high with not much post in the ground, and it is our intention to bring these shoulders to the required grade, and fill around the posts with slough material (of which we will have plenty) next spring. There are some sags in the fence caused by the shoulders, cracking and settling during the recent wet weather, and after the fence was installed. These sags will be jacked up when the shoulders are brought up to grade. The alignment does not parallel the centerline, as it has been made to take advantage of all widening, and as a result it is not true alignment, but at the same time is not unpleasing to the eye. The bolt heads have a slight convex surface to take advantage of the concave surface of the rail. Some of these heads are turned about one-eighth. This is not good workmanship, but do not believe it enough to bring the contractor back for as they can be corrected in an hour by a maintenance man with a wrench."

We will see that the proper corrective measures outlined by Mr. Swift are taken, so that the fence will present both a neat and durable appearance.

We have as yet been unable to secure a copy of the subcontract for this work and have again insisted that such a subcontract be submitted without further delay. In the event, however, of further refusal to submit the subcontract, I know of no action we can take other than to restrict further subletting between the contractors involved.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler
WCW:me

RECEIVED
FOR FILING

F-175(7)

2276

2343

December 27, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

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Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith
Mr. W. E. Chandler
WCW:me

FORM E-30 25M 8-50 42298

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 8th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to Assignment #2342, complaint of T. M. Davis that the guard fence on the Forest Boundary-Jones Ranch Section, Oregon Project F-175(7), was constructed in an unworkmanlike manner, I attach letter from Mr. Swift explaining the matter.

Very truly yours,

H G Smith
H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30 25M 9-49 34092

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
December 6, 1950

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Regarding the guard fence on the Forest Boundary-Jones Ranch Section referred to in T. M. Davis' letter of November 30th.

I was over this section yesterday with Mr. Chandler and again inspected this guard fence. The shoulders in some places had settled before the guard fence was constructed, and the fence was built at an elevation to correspond with the center line, and allowing a slight slope from the edge of the oil to the fence. This left the fence quite high with not much post in the ground, and it is our intention to bring these shoulders to the required grade, and fill around the posts with slough material, (of which we will have plenty) next spring. There are some sags in the fence caused by the shoulders, cracking and settling during the recent wet weather, and after the fence was installed. These sags will be jacked up when the shoulders are brought up to grade. The alignment does not parallel the centerline, as it has been made to take advantage of all widening, and as a result it is not true alignment, but at the same time is not unpleasing to the eye. The bolt heads have a slight convex surface to take advantage of the concave surface of the rail. Some of these heads are turned about one-eighth. This is not good workmanship, but do not believe it enough to bring the contractor back for as they can be corrected in an hour by a maintenance man with a wrench.

This same subcontractor is to build the guard fence on the Squally Hook-Quinton Section and I will advise Mr. Benedict of the workmanship on this job.

Very truly yours,

WM. E. CHANDLER
Division Engineer

By:
DEAN SWIFT
Assistant Division Engineer

DS:me

RECEIVED

ASSIGNMENT

December 1, 1950

No. [illegible]
By [illegible]

Description: T. M. Davis' letter of November 30 regarding Oregon Project F-175 (7), Forest Boundary-Jones Ranch Section, specifically with regard to guard rail construction

Acknowledged by _____ Referred to H. O. Smith ______

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________________ signature
____

Assignment executed 12-11-50 Report received _________
me

Remarks:

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

OREGON DISTRICT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

November 30, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

A recent inspection was made of Oregon Project F-175(7) Forest Boundary-Jones Ranch which your office has advised is completed.

We find the guard rail on this project was not constructed in accordance with the specifications as we view them. It was noted that at some of the places where the road bed was widened the alignment is not good, that some of the posts are loose and can be moved by pushing on them, apparently due to inadequate tamping. Also the bolts holding the rail splices were in a good many places not properly set as the bolt heads do not properly fit the contour of the rails.

We believe this is one of the items constructed under a sub-contract and covered in our letter to you of November 9th and which Mr. Williams' letter of November 14th advised would be submitted as soon as information was available. It seems to us these sub-contracts should be available by this time.

Advice as to the reasons for permitting such workmanship on the above project is requested.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

RECEIVED
DEC 1 1950
FOR FILING

7-175 (7)

November 30, 1950

Request for extension of time
No. 3
December 19 and 20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from A. H. Saxton and Sons for an extension of time on Contract No. 3296, Forest Boundary-Jones Ranch Section of the Ochoco Highway, from October 30 to November 10, 1950.

The contractor had completed all of the work on this project with the exception of the metal guard rail by the specified completion date. This department requested that the guard-rail construction be postponed until oiling was completed in order that a better job might be secured. Bad weather during the latter part of October stopped the contractor from completing the painting of the guard rail until November 10.

There is no inconvenience to the traveling public nor additional expense to the State, and I would therefore recommend that the extension be granted without penalty. Mr. T. P. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

A. W. Stiffler
Acting State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
[illegible] 1950
FOR FILING

9-175(7)

3296

November 29, 1950

United Pacific Insurance Company
Fidelity and Surety Dept.
Seattle 14, Washington

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to A. H. Saxton & Sons on contract No. 3296, for surfacing on the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County. This payment, in the amount of $3239.43, will be made on or after December 9, 1950. The retained percentage is $2650.68.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD
11-29-50

RECEIVED
NOV 27 1950
FOR FILING

F-175(7)

3296

November 24, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3296, Forest Boundary-Jones Ranch Section of the Ochoco Highway, Ore. F-175 (7) from October 30, 1950 to November 10, 1950 to A. H. Saxton & Sons, Contractors.

The Contractor had completed all of the work on this project with the exception of the metal guard rail by the specified completion date. This Department requested that the guard rail construction be postponed until oiling was completed in order that a better job might be secured. Bad weather during the month of October forced the Contractor to extend the time needed to complete his painting of the guard rail to November 10.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

Form E-1—5M—8-47

7-175

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending November 17 1950, 19

Section Forest Boundary-Jones Ranch

Kind of work Oilmat surfacing

Highway Ochoco

Section prefix 35-1010

Contractor A.H.Saxton & Sons

Contract number 3296

Date of Contract March 20 1950, 19

Date of completion September 30 1950, 19

Date work started June 5 1950, 19

Estimated date of completion November 10, 1950

Amount of contract . . . . $ 82487
additional items 1200

Per cent of time elapsed 236 121 %
195

Estimated cost of completed project, exclusive of engineering . . . . semi-final . . . $ 88231.11

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 6-5750, 6.88 %

Date project was completed November 10, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Work on this project got under way on June 5 when a start was made in the removal of accumulated slide materials. This work was done by a 12 cat blade and a traxcavator mounted on a small caterpillar power plant. The crusher was set up and made a test run June 15. Materials for the Jones Ranch-Mitchell Section were produced first. Production for the rock for this project started July 5 and was completed August 23. Placing of surfacing materials got underway on July 7 and was completed August 25. Oiling operations started on August 28 and completed final seal September 4. Building of guard fence started on Wednesday October 4 but due to inclement weather completion dragged on until November 10. Final cleanup and removal of all equipment on November 15.

Semi-final estimate submitted to Bend Division Office November 17.

Final report

NOTED H. W. LIBBY

Signed A. A. Larsen

Address 1290-Wall St. BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING Slide removal	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	Guard fence PAVING
Miles in project	3.86	3.86	3.86	3.86	0.91
Miles partially completed					
Miles completed	3.86	3.86	3.86	3.86	0.91
Total estimated quantities	Completed by force order	~~25291~~ ~~25291~~ 25100	4000	2780 cy agg 260 T. oil	4800
Estimated quantities moved or placed to date		25291	3687.4	2685 cy aggr 264.66 T oil	4790
Average daily quantities			2799 cy rejects		
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders.........., Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	unsettled		
Monday			
Tuesday	with		
Wednesday	rain		
Thursday	and		
Friday	snow		
Saturday	all week		

RECEIVED
NOV 30 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
NOV 15 1950
FOR FILING

7-175(7)

November 14, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on November 10, 1950, on Contract No. 3296, Forest Boundary-Jones Ranch Section, in connection with Federal Aid Project No. F-175 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DEP:[illegible]

cc: John Cattrall

RECEIVED
NOV 2 - 1950
FOR FILING

7-175 (7)

3276

November 1, 1950

A. H. Saxton & Sons
P. O. Box 83
Hermiston
Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 30 days, from September 30 to October 30, 1950, within which to complete your contract No. 3296 for surfacing on the Forest Boundary-Jones Ranch Section of the Ochoco Highway, in Wheeler County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

A. A. Fossen,
Resident Engineer

H. G. Smith

NOTED ON CARD
11-1-50

RECEIVED
OCT 23 1950
FOR FILING

4-195 (7)

5

October 16, 1950

Request for Extension of Time
No. 6
October 26, 1950

Oregon State Highway Commission

Gentlemen:

Herewith is a request from A. H. Saxton & Sons, contractors, for an extension of time on Contract No. 3296, Forest Boundary-Jones Ranch Section of the Ochoco Highway, from September 30, 1950 to October 30, 1950.

The contractor had completed all of the work on this project with the exception of the metal guardrail by the specified completion date. The Division Engineer requested that the guardrail construction be postponed until the oiling was completed in order that a better job might be secured.

I would recommend that this extension be granted without penalty, and Mr. T. H. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

ER

RECEIVED
OCT 12 1950
FOR FILING

F-175 (7)

[illegible]

October 11, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3296, Forest Boundary-Jones Ranch Section of the Ochoco Highway, Ore. F-175 (7) from September 30, 1950 to October 30, 1950 to A. H. Saxton & Sons, Contractors.

The Contractor had completed all of the work on this project with the exception of the metal guard rail by the specified completion date. The Division Engineer requested that the guard rail construction be postponed until the oiling was completed in order that a better job might be secured.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
[illegible] 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 13, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

NOTE
W. C. WILLIAM

Dear Sir:

Enclosed is copy of approved Extra Work Order No. 2 covering slide removal on Oregon Project F 175(7), Forest Boundary-Jones Ranch Section of the Ochoco Highway.

Very truly yours,

T. M. DAVIS
District Engineer

By C.G. Polk
Senior Highway Engineer

Encl.

RECEIVED
FOR FILING

F-175(7)

June 6, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 2 covering the removal of accumulated slides on the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County, Contract No. 3296, in connection with Federal Aid Project No. F-175 (7).

This work is necessary to clear the roadbed for surfacing. It is an anticipated item in the contract authorization.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
LBP:ad

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FOR FILING

7-175 (7)

Fil

June 6, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 5, 1950 on Contract No. 3296, Forest Boundary-Jones Ranch Section, in connection with Federal Aid Project No. F-175 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DSP:nd

RECEIVED

FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 22, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F 175(7)
Forest Boundary-Jones Ranch

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tr

R 2 (Revised 1946)

29

State Oregon

Project No. F-175(7)

Federal-aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18 day of May, 1950,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1949, a program, which was approved on the 14th day of November, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 2nd day of March, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of fifty thousand four hundred and 00/100 dollars ($50,400.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16--11379-3

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the StaChapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 24+77.6 at the Ochoco Forest Boundary on the line between Sections 8 and 17, T. 12 S., R. 20 E., W.M., and survey station 228+50 in NE¼ Section 3, T. 12 S., R. 20 E., W.M., without exception, length 3.858 miles, in Wheeler County, being Oregon Federal-aid project No. F-175(7), consisting of 3.858 miles of roadway and no bridgexxxxch of more than 20 feet clear span, xxxxxxxxxxxxxxxh.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

fifty thousand four hundred and 00/100

dollars ($50,400.00), which does not exceed the authorized Federal pro rata share of

eighty-three thousand nine hundred fifteen and 70/100

dollars ($83,915.70), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.

funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest
SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

~~R~~ECEIVED
FOR FILING

April 21, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Forest Boundary-Jones Ranch Section, Project No. F-175 (7).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMN:gs

Encl.

Oregon State Highway Department Federal Aid Project No. F-175 (7)

FOREST BOUNDARY-JONES RANCH SECTION
OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 12, 1950

Type Code 5231

Roadway (Sta. 24+77.6 to 228+50)

6,000	cu. yds.	3/4" - 0" Rock in Cushion Course	$ 1.70	$10,200.00
12,000	cu. yds.	3½" - 1¼" Rock in Base	1.70	20,400.00
7,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	1.75	12,425.00
700	M-gal.	Sprinkling	2.50	1,750.00
3.86	miles	Preparation of Base	200.00	772.00
2,780	cu. yds.	Furnishing and Placing Aggregate	3.00	8,340.00
260	tons	Furnishing and Placing 151-200 Asphalt	40.00	10,400.00
4,800	lin. ft.	Metal Guard Rail	2.50	12,000.00
			Subtotal	$76,287.00
			10% Engr. & Cont.	7,628.70
			Total	$83,915.70

Length of Roadway 3.858 miles
Cost per mile $21,751.08

Federal Aid Funds- $50,400.00
State Funds- 33,515.70

$83,915.70

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

February 21, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications (7) for the Forest Boundary-Jones Ranch Section, Project No. F-175(6).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

Encl.

Oregon State Highway Department Federal Aid Project No. F-175 (6) (7)

FOREST BOUNDARY-JONES RANCH SECTION

OF THE OCHOCO HIGHWAY IN WHEELER COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 21, 1950

Type Code 5231

Roadway (Sta. 24+77.6 to 228+50)

6,000	cu. yds.	3/4" - 0" Rock in Cushion Course	$ 2.30	$ 13,800.00
12,000	cu. yds.	3½" - 1½" Rock in Base	2.10	25,200.00
7,100	cu. yds.	3/4" - 0" Rock in Base and Shoulders	2.30	16,330.00
700	M-gal.	Sprinkling	3.00	2,100.00
3.86	miles	Preparation of Base	200.00	772.00
2,780	cu. yds.	Furnishing and Placing Aggregate	3.50	9,730.00
260	tons	Furnishing and Placing 151-200 Asphalt	43.00	11,180.00
4,800	lin. ft.	Metal Guard Rail	3.00	14,400.00
			Subtotal	$ 93,512.00
			10% Engr. & Cont.	9,351.20
			Total	$102,863.20

Length of Roadway	3.858 miles
Cost per mile	$26,662.31

Federal Aid Funds- -	$ 61,700.00
State Funds- -	41,163.20
	$102,863.20

February 27, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accordance with the request contained in your letter of February 24, we are enclosing copies of test reports of materials from the designated quarry sites on the Forest Boundary-Jones Ranch Section, Project No. F-175 (7).

The quantity of "3/4" - 0" Rock in Base and Shoulders" as shown in the bid proposal for this project is incorrect. Please correct your copies to read 7,100 cubic yards to agree with the plans summary and estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PUBLIC ROADS ADMINISTRATION
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of Oregon Project No. F-175(7), Forest Boundary - Jones Ranch Section of the Ochoco Highway, it is noted the estimate shows the project number as F-175(6) whereas it should be F-175(7). Please correct your papers accordingly at the project agreement stage.

#238217 + 238218 sent 2/27/50

Also, the proposal shows 3/4"-0" rock in base and shoulders as 8,100 cu. yds. while the estimate and summary show 7,100 cu. yds.

Test reports of material from the designated quarry sites should be submitted prior to opening of bids.

Very truly yours,

G. M. Davis
[illegible] M. DAVIS
District Engineer

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3060
PORTLAND 8, OREGON

March 2, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-175(7), Forest Boundary - Jones Ranch Section of the Ochoco Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
APR 1
FOR FILING

7-175-(7)

3296

April 17, 1950

A. H. Saxton & Sons
Rufus
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you on March 20, 1950 by the State Highway Commission, as follows:

Contract No. 3296, for surfacing on the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County.

Contract No. 3297, for oiling and rock production on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

4/17, JC

RECEIVED
MAR 23 1950
FOR FILING

7-175 (?)

March 23, 1950

A. H. Saxton & Sons
Rufus,
Oregon

Gentlemen:

The State Highway Commission on March 20, 1950, awarded you the contract for the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County. This award was based on your low bid of $82,487.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

RECEIVED
FOR FILING

F-175(7)

March 2, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of February 27, and to your inquiry in regard to drainage of the spring in the subgrade on Section D of the Forest Boundary-Jones Ranch Section of the Ochoco Highway, Oregon Project No. F-175 (7).

Drainage of this spring will be taken care by state forces before surfacing operations are commenced. This work will be done without federal participating in cost.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

cc: W. E. Chandler

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 27, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the advance plans for Oregon Project No. F-175(7), Forest Boundary-Jones Ranch Section of the Ochoco Highway, we note that no provision is made for drainage of the spring which developed in the subgrade on Section "D" after the completion of project No. 175-D(1). Please advise if such work as is necessary will be performed by State Forces prior to award or if it is desired to add the necessary items to the proposal for the work to be advertised.

Also, it is noted that on page 4 the location of the querry should be shown as "East" of the west end of the project. ✓ East is correct

Our Forest Highway section advises that the last grading contract on their portion of this route is 70% complete and that contract for 18.23 miles of base and bituminous surfacing is proposed for letting early this year. In this connection, as no benefit will accrue due to earlier completion of this 3.86 mile project, it occurs to us that some savings might be realized by opening bids for this project simultaneously with those for the 18.23 miles to be constructed with Forest Highway funds.

Very truly yours,

T. M. DAVIS
District Engineer

By: C. G. Polk
C. G. POLK
Sr. Highway Engineer

35-4202 Jones Ranch-Mitchell Section 1950
of the Ochoco Highway

#3297

RECEIVED
NOV 1 - 1950
FOR FILING

35-4202

3297

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 30, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3297	5-final	A. H. Saxton & Sons

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17776	2986	$ 939.77	10/27/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 9, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-31-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

HB Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 31 1950
A A Wicklander

RECEIVED
OCT 9 1950
FOR FILING

35-4202

3297

October 6, 1950

United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

Gentlemen:

Please be advised that State Highway Contract No. 3297, for work on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County, has been completed by the contractor, A. H. Saxton & Sons, and that final payment in the amount of $939.77 will be made on or after October 16, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $32,854.16, of which amount $152.79 represents force account items. This contract was completed September 9 and accepted by the Highway Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Durham & Bates

ILED ON CARD

RECEIVED
OCT [illegible] 1950
FOR FILING

35-420[illegible]

3297

October 3, 1950

United Pacific Insurance Co.
Durham & Bates, Agent
901 S. W. Washington
Portland 5, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to A. H. Saxton & Sons on contract No. 3297, for oiling and rock production on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County. This payment, in the amount of $2,707.33, will be made on or after October 13, 1950. The retained percentage is $987.04.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Fidelity and Surety Dept.
Seattle 14, Wash.

United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sptember 22 1950, 19

Section Jones Ranch - Mitchell	Kind of work Oiling and Rock Production
Highway Ochoco	Section prefix 35-4202
Contractor A.H.Saxton & Sons	Contract number 3297
Date of Contract March 20 1950, 19	Date of completion September 30 1950, 19
Date work started May 29 1950, 19	Estimated date of completion, 19
Amount of contract $ 33503. Prepare site & scr. rejects 600	Per cent of time elapsed 174/195 89.24 %

Estimated cost of completed project, exclusive of engineering $ 32901.43

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1600., 4.7 % Date project was completed Sept 9, 19 50

NOTED
[illegible]

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Erection of crushing plant and drilling in designated quarry at Station 220 started on May 29. Plant erection completed and start of crushing on June 16. Drilling of "coyote hole", loading and shooting completed on June 14. Material broke "big" and it was necessary to reshoot much of the material. Crushing of the material for this project was completed about July 15.

Balance of time until the week of Aug 21-26, crushing and surfacing work on Forest Boundary-Jones Ranch Project.

Preparation for oiling of this Project goto underway on August 22 and continued until Aug 25 when the binder course oiling was started. This was completed on the following day. Blading and brooming of binder course continued until September 1. Placing of the 0-30 oil mat started on September 1 and finally completed September 6. Maintenance work contimued until Saturday September 9.

Removal of equipment and final cleanup was complted on September 11, 1950.

Semi-final estimate submitted to the Bend Division Office on September 19, 1950.

Final report.

Signed A. A. Losse

Address 1290-Wall St, BEND

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			9.94	9.94	
Miles partially completed					
Miles completed			9.94	9.94	
Total estimated quantities			5000	310 tons oil 3230 cy aggr	
Estimated quantities moved or placed to date			4786.8	293.44 T oil 3036 cy aggr	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

..............County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.............., Power graders.............., Rollers.............., Mixers.............., Crushing or screening plants..............

Compressors.............., Bulldozers.............., Sheep-foot rollers.............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
SEP 25 1950
OFFICE OF
CONSTRUCTION ENGINEER

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FOR FILING

35-4202

3297

Files

April 17, 1950

A. H. Saxton & Sons
Rufus
Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you on March 20, 1950 by the State Highway Commission, as follows:

Contract No. 3296, for surfacing on the Forest Boundary-Jones Ranch Section of the Ochoco Highway in Wheeler County.

Contract No. 3297, for oiling and rock production on the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

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MAR 24 1950
FOR FILING

[illegible]

3297

March 24, 1950

A. H. Saxton & Sons
Route 2,
Corvallis, Oregon

Gentlemen:

The State Highway Commission on March 20, 1950, awarded you the contract for the Jones Ranch-Mitchell Section of the Ochoco Highway in Wheeler County. This award was based on your low bid of $33,503.00, submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

3-3412 Milwaukie Maintenance Building 1950

#3298

RECEIVED
FOR FILING

3-3412

OREGON STATE HIGHWAY COMMISSION

July 7, 1950
(Date)

3298	2-final	Serge R. Perrin
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
10649	377527	3,304.82	7/6/50

Dated:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: JUL 14 1950

7-14-50

OREGON STATE HIGHWAY COMMISSION

July 7, 1950
(Date)

3298	2-final	Serge R. Perria
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
10649	377527	3,304.82	7/6/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 31, 1950

ACCOUNTING DIVISION

Completed: June 9, 1950

Contract Accepted: July 11, 1950

Time Extensions: None Needed

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 7-13-50

Accounting Division:

Release of the above warrant is hereby authorized:

HBGlaisyer

H. B. Glaisyer

Warrant Mailed:

RECEIVED
JUN 21 1950
FOR FILING

[illegible]
3298

June 20, 1950

Mr. L. A. Wievesiek, Agent
General Casualty Co. of America
217 8th Street
Oregon City, Oregon

Dear Sir:

Please be advised that State Highway Contract No. 3298, covering construction of maintenance storage building at Milwaukie, Clackamas County, has been completed by the contractor, Serge R. Perrin, and that final payment in the amount of $3304.82 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $8032.16, and that no force account work was performed on the project. This contract was completed on June 9, 1950 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Department

NOTED ON CARD

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APR 10 1950
FOR FILING

[illegible]

3298

April 10, 1950

Mr. Serge R. Perrin
Route 1, Box 432
Oregon City, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3298 which was awarded to you on March 21, 1950 by the State Highway Commission, for construction of maintenance storage building at Milwaukie in Clackamas County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 24 1950
FOR FILING

3-34121

3298

March 24, 1950

Serge R. Perrin
Route 1, Box 432
Oregon City, Oregon

Dear Mr. Perrin:

The State Highway Commission on March 21, 1950 awarded you the contract for the Milwaukie Maintenance Storage Shed in Clackamas County. This award was based on your low bid of $7,916.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - G. S. Paxson

4-3406 Jewell Maintenance Building 1950

#3299

RECEIVED
FOR FILING

C.f.

January 18, 1952

Mr. George Bemis
Bemis Commission Company
Portland, Union Stock Yards
North Portland, Oregon

Dear Mr. Bemis:

Reply is made to your letter of January 16 concerning Bemis & Company contracts.

We shall be pleased to receive information from the Baker Plumbing Company and the Parkdale Lumber Company that their respective claims against these contracts have been satisfied.

In the last paragraph of your letter you mention that the vouchers for the final payments on the Eugene and Veneta buildings have not as yet been received. I have checked with our Accounting Division and find these two vouchers are now being processed and there are possibilities they will be placed in the mail today. In any event, they should be in the mail on Monday, January 21.

As to the final warrants for the Jewell and Prineville buildings, we are pleased to inform you that these warrants are being released today and should be in your hands either tomorrow or Monday of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
cc: F. A. Query

Mr. Query: Please write to the Baker Plumbing Co. and the Parkdale Lumber Company.

HBG

BEMIS COMMISSION COMPANY

Livestock Market Agency
Portland Union Stock Yards
North Portland, Oregon

BEMIS & CO., CONTRACTORS
NORTH PORTLAND, OREGON

January 16, 1952

Mr. H. B. Glaisyer, Secretary
% Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In regard to your letter of January 14th, we have notified the Baker Plumbing to mail you a letter stating that our bill has been paid. We sent them a check for payment in full on April 12, 1951.

Regarding the Parkdale Lumber Co. claim, it was my understanding that this bill had been taken care of long ago. However I am making a thorough check of this and will let you know what the outcome is in the very near future.

The vouchers for the final payments on the Eugene and Veneta Buildings have not as yet been received, also the checks for vouchers which we signed and sent back about three weeks ago. Thought maybe you could run these down and hurry them along a little. Would appreciate any help you could give in speeding this up a little.

Yours truly,

/s/ Geo. Bemis

BG:bg

ANSWERED
H. B. GLAISYER

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4

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
Jan. 17, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3299	**4-final**	**Bemis & Co.**

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
388	**R-32133**	$ **305.05**	**Jan. 17, 1952**

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wichlander
ACCOUNTING DIVISION

Specified Completion Date: **July 31, 1950**

Time Extensions: **Extended to Dec. 8, 1951 without penalty**

Completion Date: **March 8, 1951**

Date Accepted: **Oct. 11, 1951**

Penalties: **None of record**

Claims: **None of record outstanding**

Remarks:

Date: **1-18-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant assigned and mailed to Geo Bemis

Warrant Mailed: JAN 18 1952
A. A. Wichlander

NOTED ON CARD
1-19-52, g

RECEIVED
JAN 16 1952
FOR FILING

4 3411
3299

January 15, 1952

Bemis & Co., Contractors
Livestock Exchange Bldg.
North Portland
Oregon.

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 495 days, from July 31, 1950 to and including December 8, 1951, within which to complete your contract No. 3299 for construction of maintenance building at Jewell, Clatsop County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: G. S. Paxson,
Bridge Engineer

George Danforth
Resident Engineer

Mr. Geo. Bemis

NOTED ON CARD
1-16-52

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JAN 7 1952
FOR FILING

January 4, 1952

Peerless Casualty Co.
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3299 for construction of maintenance building at Jewell in Clatsop County was completed by the contractor, Bemis and Company, on March 8, 1951 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $305.05 will be paid to the contractor, assigned to George Bemis, on or after January 14, 1952. The total contract amount is $7,359.44, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. M. B. Waterbury
Board of Trade Bldg.
Portland 4, Oregon

Noted on card
G.L.

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FOR FILING

4-3406

3291

RATHBONE, KING & SEELEY
Insurance Underwriters

C
O
P
Y

Portland, Oregon
December 3, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: State Highway Contract No. 3292 -Bond No. 75947
Maintenance Bldg., Veneta, Oregon
Contract No. 3299 - Bond No. 74949
Maintenance Bldg., Jewell, Oregon
Contract No. 3315 - Bond No. 75979
Maintenance Bldg., Eugene, Oregon
Contract No. 3394 - Bond No. 97929
Bldg. Addition at Prineville, Oregon

Dear Mr. Glaisyer:

This will acknowledge and thank you for your letter of November 30th attaching copies of Assignment given by Bemis & Co. A. Co-partnership consisting of Pat Bemis and George Bemis, to George Bemis of Moneys due or to become due, Bemis & Co in connection with the above captioned contracts.

Your letter of November 30th crossed ours of the same date in the mail therefor no reply to that letter will be necessary.

Very truly yours,

RATHBONE, KING & SEELEY

By /s/ Elwyn A. Wride
Elwyn A. Wride

EAW:ft

FORM [illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1951

SUBJECT:

C
O
P
Y

To:

Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Herewith requests for time extensions on the four building jobs, contracts of which are held by Bemis and Company. As you know we have had a great deal of difficulty in getting these jobs finished up. Mr. Pat Bemis, who was Bemis and Company, got into financial difficulties and apparently has completely faded out of the picture. The bonding company has made arrangements with his brother, Mr. Geo. Bemis, who is a wholesale commission merchant in Portland, to take over the obligation and to finish up the work. Mr. Geo. Bemis is doing all he can to get the work cleaned up and has now finished two of the jobs and assures us that the minor items on the other two will be completed by December 8.

In view of Mr. Geo. Bemis' efforts and the fact that there are practically no additional engineering expenses involved, I would recommend that the extensions be granted without penalty. I hope that this will clear up these four old jobs.

Very truly yours,

/s/ G. S. Paxson

G. S. Paxson
Bridge Engineer

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FOR FILING

4-5136

[illegible]

November 30, 1951

Mr. Elwyn A. Wride
Attorney-in-Fact
Peerless Casualty Co.
310 S. W. Fourth Avenue
Portland 4, Oregon

Dear Mr. Wride:

It is my understanding through Mr. E. S. Paxson, our Bridge Engineer, that you desire a copy of the assignment that was given by Bemis & Co., a co-partnership consisting of Pat Bemis and George Bemis, to George Bemis of moneys due, or to become due, Bemis & Co. in connection with its contracts with the State Highway Commission Nos. 3315, 3299, 3394 and 3292.

Responding, I enclose two copies of such assignment, to which assignment, dated November 15, 1951, you consented by your four letters of November 26, 1951.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

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FOR FILING

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Salem, Oregon

November 27, 1951

Bemis and Company Assignment

Mr. C. H. Maison, Manager
Accounting Division
OFFICE

I hand you herewith a signed copy of a form of Assignment given by Bemis & Company to Mr. George Bemis, whereby all moneys hereafter due and payable to Bemis & Company in connection with State Highway Contracts Nos. 3315, 3299, 3394 and 3292 are assigned to Mr. George Bemis.

I also attach copies of four letters received from the Peerless Casualty Company, Surety on the bonds furnished by Bemis and Company in connection with the above listed jobs, consenting to the assignment.

The Assignment has been approved by this office, so in preparing vouchers for future payments in connection with these jobs, please make them payable to Bemis & Company, assigned to George Bemis in conformity with the provisions of the Assignment.

It is not intended by this letter to release any more payments to Bemis & Company in connection with these jobs until you are further notified by this office. The Bridge Department has some matters to be clarified before they will consent to releasing any more money to Bemis & Company.

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
encls. cc: F. Query

Mr. Query: I hand you herewith the original of the Assignment mentioned in the above letter. Also the Original of each of the four letters from the bonding company consenting to the assignment. The Assignment should be filed in one of the contracts and a copy of it in each of the others. The letters of consent should be filed in the respective contracts. Copies have been

(over)

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FOR FILING

11-27-51

3299

November 27, 1951

Peerless Casualty Company
Rathbone, King & Seeley
Insurance Underwriters
310 S. W. Fourth Street
Portland 4, Oregon

Attention: Mr. Elwyn A. Wride, Attorney-in-Fact

Gentlemen:

This is to acknowledge receipt, this date, of your four letters dated November 26, 1951, in which you approve and consent to the assignment given by Bemis & Company to Mr. George Bemis as of November 15, 1951 of all moneys hereafter to become due and payable to Bemis & Company in connection with State Highway Contracts No. 3291, Veneta Maintenance Building
3299, Maintenance Bldg. at Jewel, Oregon
3315, Maintenance Bldg. at Eugene, Oregon
3394, Addition to Maintenance Bldg. at Prineville, Oregon

I wish to thank you for these communications. Payment of future amounts to Bemis & Company in connection with these jobs will now be made in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: George Bemis
F. Query

11-27-51 gl

COPY

RATHBONE, KING & SEELEY
Insurance Underwriters

310 S.W. Fourth Street
Portland 4, Oregon

November 26, 1951

Oregon State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Peerless Casualty Company Bond No. 75949
Pat Bemis and George Bemis dba Bemis & Company
Contract No. 3299
Maintenance Building at Jewel, Oregon

Gentlemen:

Reference is made to your letter of November 21st, 1951, addressed to Mr. George Bemis wherein you advise that Bemis & Company have assigned to Mr. George Bemis on November 15th, 1951, all moneys hereafter to be paid to Bemis & Co. in connection with State Highway Contract No. 3299 covered by the captioned Bond.

We, Peerless Casualty Company of Keene, New Hampshire, Surety on Contract No. 3299 hereby consent to the Assignment from Bemis & Company to Mr. George Bemis as of November 15th, 1951.

PEERLESS CASUALTY COMPANY

By /s/ Elwyn A. Wride, Attorney-in-Fact.

EAW:ft

11-27-51, jc

COPY

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FOR FILING

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3277

November 27, 1951

Request for extension of time
no. 7
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Maintenance Building at Jewell
Contract No. 3277
Banis and Company, Contractor

Herewith application for extension of time to and including December 6, 1951 for the completion of the work on the Maintenance Building at Jewell. The contract completion date was July 31, 1950. This project is in Clatsop County.

We have had use of the building since the late summer of 1950. There was only a minor amount of cleanup of the site and adjustment of plumbing fixtures left undone. This work was finished on March 8, 1951.

The Banis Construction Company encountered financial difficulties, and the work has been finished by Mr. George Banis, a brother of the Banis of the construction company. In view of the minor additional cost caused by the delay in finishing the project, it is recommended that the extension be granted without penalty to the contractor. This is a state project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:lb

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[illegible] 21 1951
FOR FILING

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3297

August 17, 1951

Peerless Casualty Company
Board of Trade Building
Portland, Oregon

Attention: Mr. M. B. Waterbury

Gentlemen:

Re: Bemis and Company Contracts

Bemis and Company of Portland have had six contracts with the Highway Department for maintenance headquarters buildings. On all of these contracts Peerless Casualty Company has been the surety, and I believe that all of them have been written through the firm of Durham and Bates. We have had a great deal of difficulty in getting these jobs satisfactorily completed so that acceptance could be made and the final estimates paid.

At the present time two of the jobs, namely, the Fossil Maintenance Building, contract 3311, and the Jewell Maintenance Building, contract 3299, are complete and have been accepted. The maintenance building at Parkdale, contract 3291, was accepted except that the plumbing installation was rejected by the State Plumbing Inspector and considerable revision will have to be made.

The other three contracts, namely, the Prineville Maintenance Building, contract 3394, the Veneta Maintenance Building, contract 3292, and the Eugene Maintenance Storage Shed, contract 3315, still have minor items of work to do before they can be accepted.

Until these jobs are accepted, we will hold the final estimates, including the retained percentages, and our records show that we have better than $4,000 that will be due Bemis and Company when the jobs are completed.

We have repeatedly written Bemis and Company asking that this work be completed so that the jobs can be finaled out. We would ask that you use your influence with the contractor to this end, as these jobs have been on our books long enough.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Asst. State Highway Engineer

CSP:gm
cc G. S. Paxson

RECEIVED
JUN 4 - 1951
FOR FILING

4-5406

3277

May 21, 1951

C
O
P
Y

Bemis & Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. Geo. Bemis

Gentlemen:

Under date of April 19, we wrote you concerning the completion of the buildings at Fossil, Jewell, Prineville, Veneta, and Eugene and also concerning the violation of the State Plumbing Code at Parkdale. At that time we asked you to notify our resident engineers on these jobs as to when you would be there, so that proper supervision could be given.

Our reports from the field show that you have returned and completed the work in a satisfactory manner at the Fossil Building and at the Jewell Building, and also that you had returned and done some work on the Prineville, Eugene, and Veneta Buildings, but that none of these three was complete. In so far as we know, you have not corrected the plumbing deficiencies at Parkdale. We must insist that projects be completed and ask that you immediately advise us when you will be on these jobs to complete the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GEP:GM

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~~MAY~~ 14 1951
FOR FILING

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2-

May 11, 1951

Mr. Geo. Bemis
2976 S. E. 65th Avenue
Portland 6, Oregon

Dear Mr. Bemis:

As requested in your letter of May 10 we have checked up on the balances due and unpaid on the several Bemis and Company contracts, which amounts are as follows:

			% Complete
3291	Parkdale	None	100
3292	Veneta	703.84	97
3299	Jewell	218.19	99
3311	Fossil	741.01	97
3315	Eugene	631.28	97
3394	Prineville	233.47	75
		$2,527.79	

The last estimate received on any of these jobs is dated December 10, 1950, and any work which has been performed since that time has not yet been reported.

The amount of $2,527.79 shown above consists of retained percentage withheld on the several contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

BEMIS & CO.

C
O
P
Y

May 10, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Would you please send me the balance due and unpaid on contracts of jobs completed by us, as I may not have the exact figures on some of these jobs. I think all jobs are completed as far as the work is concerned.

Yours truly,

/s/ Geo Bemis

RECEIVED
JUN 1 - 1951
FOR FILING

1-3456

3299

TWIN OAKS
BUILDERS SUPPLY CO
Wholesale and Retail
Phone 2600 - 669 High Street
Eugene, Oregon

COPY

April 27, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that Bemis & Co., who owed us in excess of $2000.00 on February 9th, have paid their account with us in full.

Yours very truly,

TWIN OAKS BUILDERS SUPPLY CO.

/s/ John J. Rogers

JOHN J. ROGERS

JJR:vs

C
O
P
Y

April 26, 1951

Mr. C. E. Luckey
Attorney at Law
872 Broadway
Eugene, Oregon

Re: John J. Rogers et al. v. Pat Bemis,
doing business as Bemis and Company

Dear Sir:

We have been advised by Mr. George Bemis, brother of Pat Bemis, doing business as Bemis and Company, that Mr. George Bemis has paid John J. and C. M. Rogers in full for their claim against Bemis and Company.

We will appreciate being advised as to whether or not the claim which is the basis of the above-entitled action has been paid in full and whether a satisfaction of judgment has been entered in the above action, and whether the notice of attachment of property in the hands of the Highway Commission is still effective.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Cousel

CWE:AWP
cc Mr. M. H. Hawke
Mr. H. B. Glaisyer

FORM S-135X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

RECEIVED
JUN
FOR FILING

[illegible]

COPY

April 26, 1951

Mr. George Bemis
Bemis Commission Company
Portland Union Stock Yards
North Portland, Oregon

Re: Contracts Nos. 3292, 3299,
3311, 3315, and 3394

Dear Sir:

Enclosed herewith is a list of unpaid claims that have been filed with the Secretary of the State Highway Commission with respect to Contracts 3292, 3299, 3311, 3315, and 3394 between Bemis and Company and the State of Oregon, by and through its State Highway Commission.

I have been advised by the Bridge Department that the work has been completed on Contract No. 3299 and that the contract will be ready for final payment upon receipt of a request from Bemis and Company for a time extension and upon approval thereof. It will be appreciated if you will expedite the making of such request for time extension by Bemis and Company.

So that this office may be advised as to the action that should be taken as to the making of payment upon these contracts, we will appreciate being informed of the status of payment of each of the several claims set forth on the list enclosed herewith.

Yours very truly,

J. M. DEVERS

By

C. W. Enfield
Assistant Counsel.

Enclosure
CWE:AWP
cc Durnam and Bates
Bemis and Company
Mr. Cecil Gardiner
Mr. H. B. Glaisyer
Mr. M/ H. Hawke

X 28M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
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J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

LIST OF UNPAID CLAIMS FILED AGAINST BEMIS AND COMPANY ON 4 CONTRACTS

CONTRACT NO. 3292, VENETA MAINTENANCE BLDG.:

			Balance as of April 20, 1951
8-15-50	Overhead Door Co.	Materials and Labor	$ 900.00
12-9-51	Mercer Steel Co., Inc.	Materials	292.92
12-11-50	Al Clements Lumber Co.	Materials	751.73
2-23-51	Smithwock Concrete Products	Haydite Blocks	2,055.46
1-16-51	L. R. Kibbe	Painting	366.00
2/12-51	A. V. Lusby	Labor & Materials (6% int. from 1/31)	293.18
2/12/51	F. E. Baker	Plumbing	130.00
2-14-51	Eugene Sand & Gravel Co.	Material	714.45

CONTRACTS NO. 3299, JEWELL MAINTENANCE BLDG.:

There are no outstanding claims of record

CONTRACT NO. 3311, FOSSIL MAINTENANCE BLDG.:

1-16-51	Kinzua Pine Mills Co.	Lumber	237.35
4-13-51	Mac's Electric	Electrical work	265.00

CONTRACT NO. 3315, EUGENE STORAGE MAINTENANCE BLDG.:

12/23-51	L. R. Kibbe	Painting	348.00
2-5-51	West Pacific Sales Co.	Material	230.81
2-14-51	Eugene Sand & Gravel Co.	Material	332.20

CONTRACT NO. 3394, ADDITION TO PRINEVILLE MAINTENANCE BLDG.:

1/22/51	Tum-a-Lum Lumber Co.	Material	(As of April 23, 1951) 389.50

FORM E-123 30M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

RECEIVED
[illegible] 1951
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4-[illegible]456

[illegible]

April 19, 1951

[illegible]emis & Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. Wm. [illegible]emis

Gentlemen:

Reference is made to your letter of April 17, 1951, regarding completion of the work on the buildings at Fossil, Jewell, Prineville, Veneta and Eugene, covered by Contracts No. 3311, 3299, 3394, 3292, and 3315.

Our reports from the field do not indicate that any of these projects has been completed. [illegible] concerning them, we asked that you advise us when you would be on the job to complete the work. Many of these projects are at a considerable distance from our resident engineer, and, lacking any notice that you were to return, it is possible that the work has been completed without our resident engineer having knowledge of the fact. We are requesting a report from the field and will advise you as soon as this is received.

On the Parkdale maintenance building, Contract No. 32[illegible]1, you were notified, under date of December 15, 1950, concerning violations of the State Plumbing Regulations and Laws. In so far as we know you have not corrected these deficiencies. Will you please advise when this is to be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

[illegible] Williams
Assistant State Highway Engineer

CS:jm
cc [illegible]arson

RECEIVED
FOR FILING

BEMIS & COMPANY
CONTRACTORS
Livestock Exchange Building
North Portland, Oregon

April 17, 1951

Mr. R. H. Boldock
State Highway Engineer
Salem, Oregon

Dear Mr. Boldock:

Writing you regarding the final payments on the State Highway Contracts No. 3292, 3299, 3311, 3315 and 3394. These jobs have been all completed to the best of my Knowledge. I was just wondering when we could expect vouchers for completion of payments. Would appreciate hearing from uou at your earliest convenience. Please send all correspondence to this address.

Yours very truly,

Geo Bemis (Signed)

GB:bg

Noted
W. C. Williams

Received
April 18, 1951
Oregon State Highway Commission
Bridge Department.

RECEIVED
APR [illegible] 1951
FOR FILING

4-3406

[illegible]

April 2, 1951

Overhead Door Company
3508 S.W. Moody, Foot of Curry
Portland 1, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed several claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta, Jewell and Fossil, said claims being in the amount of $900, $682 and $750 respectively. The records further show that the last two of these amounts have been paid but there still is outstanding your claim in the amount of $900 against the Veneta job.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:gl

RECEIVED
APR [illegible] 1951
FOR FILING

4-3406

3377

April 2, 1951

Mr. C. E. Luckey
Attorney at Law
Suite 309 I.O.O.F. Bldg.
Eugene, Oregon

Dear Mr. Luckey:

The records of the State Highway Commission reveal that sometime ago Twin Oaks Builders' Supply Company attached monies owing to Bemis and Company for work performed under several highway contracts, particularly construction of buildings at Veneta, Eugene, Jewell, Fossil and Prineville, the total of their claim being $1,971.88.

I have been informed that the claim has been satisfied and the attachment released. Will you please write me and verify the information if it is correct.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

RECEIVED
FOR FILING

[illegible]

[illegible]

Salem, Oregon
March 6, 1951

M. H. Merwin
Auditor

I attach a copy of my letter to you, dated January 4,1951, in which I requested that you hold up all payments on Bemis and Company's contracts until further advised due to attachment which has been served in this office by the Twin Oaks Builders' Supply Co.

The purpose of this note is simply to clarify any misunderstanding which you may have as to what was intended. The instructions are to apply to payments in connection with all the Bemis and Company Contracts, Nos. 3292, 3299, 3311, 3315 and 3394.

Please continue to withhold payments until further advised by this office. Thank you.

MDG:gl

Encls.

Secretary

C
O
P
Y

Salem, Oregon
January 4, 1951

M. H. Hawks
Auditor

This is to confirm our telephone conversation of December 4 in which you were requested to hold up all payments to Bemis & Company due to a writ of attachment served in this office by the Twin Oaks Builders Supply Company.

Please hold up all payments on Bemis & Company contracts until further advised.

Secretary

FAQ/fm

[illegible] R, CHAIRMAN
CHAS. H. RENOLDS, MEMBER
LA GRANDE
M. K. MCIVER MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 2, 1951

C O P Y

Mr. Denver Young
Marion County Sheriff
Salem, Oregon

Re: John J. Rogers, et al
v.
Pat Bemis

Dear Mr. Young:

This letter is written in reponse to the writ of attachment and notice of attachment in the above-entitled case served upon Mr. H. B. Glaisyer, Secretary for the Oregon State Highway Commission on December 4, 1950.

You are advised that Pat Bemis, doing business as Bemis and Company, presently is engaged in construction work for the State Highway Commission under five contracts, bearing numbers as follows: 3292, 3299, 3311, 3315, and 3394. None of these contracts have been completed and no estimates are presently payable upon any of the five contracts, and the Commission's Auditor is now holding in the form of holdbacks the sum of $2,527.79, which sum, together with additional holdbacks, will be payable to the contractor upon completion of the several jobs.

Highway funds are declared by law to be trust funds, and monies due a contractor upon contract with the Commission cannot be assigned or otherwise employed if such would jeopardize claims of laborers and materialmen who have furnished labor or materials in the accomplishment of the contract with the State. If the claim involved in this suit, and for which the attachment is made, is for labor or materials furnished in connection with the above contracts, then at least a part of the funds in the custody of the Commission are subject to such attachment to the extent of the amount of the claim with respect to the particular contract, but if the claim is unrelated to the job, then the only money earned by the contract which would be subject to the attachment would be that money in excess of the claims of materialmen and laborers in connection with the particular contracts.

We have advised our Auditor to withhold from final settlement sufficient money to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

Yours very truly,

J.M.DEVERs
By
C.W. Enfield, Assistant Counsel

NOTED ON CARD
1-27-51
gl

cc - H. B. Glaisyer
M. H. Hawke

CWE:avh

RECEIVED
FOR FILING

4-21-56
33[illegible]

C. E. Luckey
Lawyer
Suite 309 I.O.O.F. Bldg.
87 East Broadway
Eugene, Oregon
Tel. 4-1437

January 16, 1951

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

COPY

Re: John J. Rogers, et al., Pat Bemis

Dear Mr. Glaisyer:

The letter of Mr. C. W. Enfield, Assistant Counsel, to Mr. Denver Young, Marion County Sheriff, relating to the above entitled cause has been referred to me as attorney for John J. Rogers, et al., Plaintiff.

I have checked with the Plaintiff and find that his complaint is for an account stated for materials furnished in connection with storage maintenance shop job at Eugene, Oregon your contract No. 3315.

Therefore we respectfully request that the writ of attachment and notice of attachment in the above entitled case served upon Mr. H. B. Glaisyer, Secretary of the Oregon State Highway Commission, on December 4, 1950, be considered in light of the Plaintiffs furnishing the materials under Contract 3315, Storage Maintenance Shops at Eugene, Oregon.

Any monies due the contractor over and above the amounts necessarily held in trust under other contracts in the event that the amount available under 3315 be not sufficient we request be made subject to the attachment of the Plaintiff, and we would be appreciative of your advising us as to the approximate date a portion of these funds may be released to the Court under the attahcment.

The Defendant has filed no answer and the time has long since expired and we have this date taken a default judgment against the Defendant.

Rastpectfully yours,

C. E. Luckey (signed)
Attorney at Law.

CEL:meg
CC:C. W. Engield
M. H. Hawke

COPY

Original Letter filed in Contract No. 3315
20-3417

RECEIVED
OCT 24 1950
FOR FILING

[illegible]

3311

Mrs Lucas

October 23, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated October 20, 1950, from the Overhead Door Company in which they advise as follows:

"RE: State Highway Contract no. 3291, Parkdale Maintenance Building, Hood River, Oregon.

"We have been paid in full by Bemis & Co. on this job together with contract 2399 (3299) for the Jewell job and 3311 for the Fossil job. However, we still have an outstanding account in the sum of $900.00 dated back to August 15th for the Veneta job. * * *

The Veneta job to which the Overhead Door Company refers is State Highway Contract 3292 and concerning which claim you were advised on September 18, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with State Highway Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis & Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD

RECEIVED
OCT 24 1950
FOR FILING

4-2106

3299

October 23, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

Attention: Mr. M. E. Munly

Gentlemen:

This is to acknowledge your letter of October 20 in which you advise that your Company has been paid in full by Bemis and Company for your claim against them on Contract 3291, Parkdale Maintenance Building; Contract 3299, for the Jewell Building; and Contract 3311, for the Fossil job.

We will advise the surety and the contractor that your letter has been received and also call to their attention the fact that your claim in the sum of $900.00 in connection with the Veneta Building has not yet been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

RECEIVED
[illegible] 1 1950
FOR FILING

4-3406

3099

Mrs Lewis

October 17, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached hereto is a copy of a claim filed with the Secretary of State by A. G. Fulton and H. E. Reynolds, attorneys, in behalf of Ek Plumbing Company. This claim is in the sum of $512.45 for plumbing materials and labor furnished Bemis and Company in their construction of the maintenance building at Jewell, State Highway Contract No. 3299.

This information is provided as the Peerless Casualty Company appears as surety on the bond provided with Contract 3299.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

10-17-50, jf

COPY

A. G. FULTON AND M. E. REYNOLDS
Attorneys at Law
Spexarth Building
Astoria, Oregon

October 9, 1950

To: THE STATE OF OREGON:

Notice is hereby given that the undersigned, Cecil H. Baker, doing business as Plumbing Company, has a claim for construction of the plumbing, including labor and materials, in the sum of $512.45 against the bond taken from Peerless Casualty Company, as Surety; and Bemis & Company, Contractors, as Principal, for the work of erecting a building for the Oregon State Highway Commission at Jewell, Oregon.

ER PLUMBING COMPANY

CECIL H. BAKER
Cecil H. Baker

Subscribed and sworn to before me this 9th day of October, 1950.

M. E. REYNOLDS
Notary Public for Oregon
My commission expires November 16, 1951

(SEAL)

ENDORSED
File No. 3234
Filed, October 11, 1950
EARL T. NEWBRY, Secretary of State

Mrs Lewis

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FOR FILING

4 3406

3299

October 19, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of October 18 advising that Ek Plumbing Company have received satisfaction of their claim in the amount of $512.45 against Bemis and Company on State Highway Contract 3299, your file No. 3234.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
10-19-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 18, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

This is to advise that we received today from [illegible] C. Gulton & A. F. Reynolds a notice of the satisfaction of the claim of Ek Plumbing Company in the amount of $512.45, against Bemis and Company, Contractors on the State Highway Contract No. 3299.

The notice of claim was received and filed in this office on October 11, 1950, our file No. 3234.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M

10-19-50 JC

RECEIVED
OCT 19 1950
OREGON
STATE HIGHWAY COMMISSION

REFERRED TO [illegible]
BY SECRETARY

[illegible]

Mrs Lewis

October 19, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have today received a letter from the Secretary of State and a carbon copy of a letter written by M. E. Reynolds both advising that Ek Plumbing Company's claim in the amount of $512.45 against Bemis and Company has been fully paid. This is the claim concerning which you were notified on October 17 and is in connection with State Highway Contract 3299 awarded to Bemis and Company for the construction of a maintenance building at Jewell in Clatsop County.

This information is provided as the Peerless Casualty Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. M. D. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD
10-19-50, gl

M. E. REYNOLDS
ATTORNEY AT LAW
~~ASSOCIATED BUILDING~~ Spexarth Building
ASTORIA, OREGON

October 17, 1950

COPY

Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Ek Plumbing Company
v. Bemis & Company
State Highway Contract No. 3299

Dear Sir:

This office recently filed a claim dated October 9, 1950 against Bemis & Company of Portland, Oregon, pursuant to Section 98-101 OCLA, for $512.45.

This will advise you that the claim has been fully paid and satisfied. Therefore, on behalf of Ek Plumbing Company, it is requested that the proper steps be taken by your office to give notice that such is the fact.

Thanking you for your prompt consideration, I remain

Very truly yours,

M. E. REYNOLDS

MER:lo

cc: Secretary, Oregon State Highway Commission
Mr. M. B. Waterbury, % Rathbone, King & Seeley
Bemis & Company, Contractors

[illegible]EDT
BY SECRETARY

How many claims left

RECEIVED
OCT 19 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
[illegible] 1 [illegible] 1950
FOR FILING

4 34AA

3299

3299 Mrs Lewis

October 17, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of October 11 to which was attached three copies of a claim filed in your office by Ek Plumbing Company against Bemis and Company in the amount of $512.45.

This claim is for materials and labor furnished the contractor in connection with his construction of the maintenance building at Jewell, State Highway Contract 3299. This claim bears your file No. 3234.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:mi

NOTED ON CARD
10-17-50, gl

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Oct. 11, 1950

3299

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from A. G. Fulton & M. E. Reynolds, Attorneys, Astoria, and filed as of this date a notice of claim by Cecil H. Baker, doing business as E[illegible] Plumbing Company of Astoria, for construction of the plumbing in the sum of $512.45, against the bond taken from Bemis & Company, principal and Peerless Casualty Co as surety for the work of erecting a building for the Oregon State Highway Commission at Jewell, Oregon, our file No. 3234.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

ET:[illegible]
Enc.

10-13-50

RECEIVED
FOR FILING

4-[illegible]

3299

3299

Mrs Lewis

October 12, 1950

Mr. M. E. Reynolds
Attorney at Law
Spexarth Building
Astoria, Oregon

Dear Mr. Reynolds:

I wish to acknowledge receipt of your letter of the ninth instant enclosing a copy of a claim of the Ek Plumbing Company against Bemis and Company in the amount of $512.45 for services rendered in connection with Bemis and Company's contract with the State Highway Commission for the construction of a Highway maintenance building at Jewell, State Highway Contract No. 3299.

In conformity with customary procedure I am bringing the notice to the attention of the surety on the bond furnished by Bemis and Company in connection with this job — in this instance the Peerless Casualty Company, M. B. Waterbury, agent, Board of Trade Building, Portland 4.

I note that you have already filed the original of this claim with the Secretary of State pursuant to legal requirements.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:md

cc - Floyd Query

A. C. FULTON AND M. E. REYNOLDS
ATTORNEYS AT LAW
SPEXARTH BUILDING
ASTORIA, OREGON

October 9, 1950

Secretary
Oregon State Highway Commission
Salem, Oregon

Re: Bemis Construction Company

Dear Sir:

Enclosed please find copy of the claim of the Ek Plumbing Company against Bemis & Company, Contractors, which arose out of plumbing work done for Bemis on the building built for the Oregon State Highway Commission at Jewell, Oregon. The original of the claim has been filed with the Secretary of State.

Very truly yours,

M. E. Reynolds

M. E. REYNOLDS

MER:lc
enclosure

ACKNOWLEDGED
H. B. GLAISYER

NOTE TO
DATE

October 9, 1950

To: The STATE OF OREGON:

Notice is hereby given that the undersigned, Cecil H. Baker, doing business as Ek Plumbing Company, has a claim for construction of the plumbing, including labor and materials, in the sum of $512.45 against the bond taken from Peerless Casualty Company, as Surety; and Bemis & Company, Contractors, as Principal, for the work of erecting a building for the Oregon State Highway Commission at Jewell, Oregon.

EK PLUMBING COMPANY

/s/ Cecil H. Baker
Cecil H. Baker

Subscribed and sworn to before me this 9th day of October, 1950.

/s/ M. E. Reynolds
Notary Public for Oregon
My commission expires November 16, 1951

RECEIVED
[illegible] 1950
FOR FILING

4-3406
3299

October 12, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached hereto for your information is a copy of the claim of Ek Plumbing Company against Bemis and Company, contractors, which has just been filed with the State Highway Commission. The claim, you will note, is in the sum of $512.45 and is for services rendered Bemis and Company in connection with its contract with the Commission for the construction of a State Highway Maintenance Building at Jewell, Oregon.

This information is given you because the Peerless Casualty Company appears as surety on the bond furnished by Bemis and Company in connection with this job.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

[redacted]
Attach.

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland [illegible], Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

Floyd Query

RECEIVED
OCT 18 1950
FOR FILING

4-[illegible]

[illegible]

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

E A R L T . N E W B R Y
SECRETARY OF STATE
SALEM, OREGON

Oct. 11, 1950

NOTED
W. C. WILLIAMS

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from A. G. Fulton & M. E. Reynolds, attorneys, Astoria, and filed as of this date a notice of claim by Cecil H. Baker, doing business as Ek Plumbing Company of Astoria, for construction of the plumbing in the sum of $512.45, against the bond taken from Bemis & Company, principal and Peerless Casualty Co as surety for the work of erecting a building for the Oregon State Highway Commission at Jewell, Oregon, our file No. 3234.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

/s/ Earl T. Newbry
Secretary of State

NF:M
Enc.

COPY

RECEIVED
FOR FILING

4-3406
3299

COPY FOR MR. Williams
From H. B. Glaisyer, Secretary

NOTED
W. C. WILLIAMS

October 9, 1950

To: The STATE OF OREGON:

Notice is hereby given that the undersigned, Cecil H. Baker, doing business as Ek Plumbing Company, has a claim for construction of the plumbing, including labor and materials, in the sum of $512.45 against the bond taken from Peerless Casualty Company, as Surety; and Bemis & Company, Contractors, as Principal, for the work of erecting a building for the Oregon State Highway Commission at Jewell, Oregon

EK PLUMBING COMPANY

/s/ Cecil H. Baker
Cecil H. Baker

Subscribed and sworn to before me this 9th day of October, 1950.

/s/ M. E. Reynolds
Notary Public for Oregon
My commission expires November 16, 1951

RECEIVED
SEP 26 1950
FOR FILING

4-2406

3299

Mrs Lewis

September 22, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

In a letter dated September 18, the Overhead Door Company, 3058 S. W. Moody, Foot of Curry, Portland 1, advises that Bemis and Company owe them $750.00 on Contract 3291 for materials furnished for the Parkdale Maintenance Building, $900.00 on Contract 3292 for the Maintenance Building at Vernonia, $682.00 for the Maintenance Building at Jewell (Contract 3299) and $750.00 on a maintenance building at Fossil (Contract 3311). They state that they have talked to the contractor regarding payment on these jobs but so far none has been forthcoming.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2976 S. E. 45th Street
Portland, Oregon

NOTED ON CARD
9-22-50

RECEIVED
SEP 26 1950
FOR FILING

4-[illegible]

3291

September 22, 1950

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention: Mr. M. E. Manly

Gentlemen:

This is to acknowledge your letter of September 18 concerning amounts owed you by Bemis and Company. As you perhaps know, each contractor with the State Highway Commission is required to furnish a performance bond with each contract for the full amount of the contract. This bond is furnished to insure satisfactory completion of the job and also the payment of claims incurred in connection with the job. The State does not enter into the matter of determining the validity of claims, although we do record them and notify the surety and the contractor of their receipt.

If you wish to protect this claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that the claims be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Laws outlining the necessary procedure.

Peerless Casualty Company provided the performance bonds for Bemis and Company on Contracts 3291, 3311, 3299 and 3292. The agent on Contract No. 3311 is Durham and Bates, 901 S. W. Washington, Portland 5, and on the other three contracts is H. B. Waterbury, Board of Trade Building, Portland 4.

Contract No. 3291 was completed on September 6 but has not yet been accepted by the Commission. The other contracts are still incomplete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

RECEIVED
SEP 25 1950
FOR FILING

COPY FOR [illegible] Baldock
H B Glaisyer Secretary

[illegible]

[illegible]

NOTED
State Highway Engineer

The
"OVERHEAD DOOR"

OVERHEAD DOOR COMPANY

3508 S. W. Moody, Ft. of Curry - BR. 5559

PORTLAND 1, OREGON

September 18, 1950.

State Highway Commission,
Salem,
Oregon.

Gentlemen:

Re: Contract No. 3291, Maintenance Blgg., Parkdale, Hood River County, Bemis & Company, contractor.

Thank you for your letter of September 15th advising us that the above is not complete and that you are now ready to make final settlement with the above contractor company. Our invoice in the sum of $750.00 has not yet been paid, and we therefore, request that you hold up final payment until this is taken care of. We have talked to the Bemis Company on this and four other maintenance jobs, and they have assured us that payment would be forthcoming immediately, however, they have never kept their word on this or any of these instances. Our first billing goes away back to June and we have been contacting them ever since for payment to no avail.

We would appreciate anything definite that you can do in this matter as we have a great deal of money tied up over a long period on these jobs. For your convenience, we are herewith listing our jobs with them, giving billing dates and amounts.

Contract No. 3299	June 6th Jewell job	$682.00	6/6/50
Contract No. 3291	Parkdale Maintenance	750.00	6/27/50
Contract No. 3292	Veneta job	900.00	8/14/50
Contract No. 3311	Fossil job	750.00	7/6/50

Yours very truly,

OVERHEAD DOOR CO.

/s/ M. E. Munly
M. E. Munly

RECEIVED
FOR FILING

4-3406

3299

Mrs. Lewis

September 11, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of September 7 to which was attached three copies of a claim previously filed with your office by Overhead Door Company against Bemis and Company.

This claim is in the amount of $682.00 for materials and labor furnished to install overhead doors on the Jewel Maintenance Building, State Highway Contract 3299, your file number 3227.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD
9-11-50 ajl

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

September 7, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Overhead Door Co. for materials furnished and labor performed in the sum of $682.00 against the bond taken from Bemis & Co. principal, for the Contruction of Jewell Maintenance Building, state highway contract number 3299, our file number 3227.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry
Secretary of State

NF:M
Enc.

RECEIVED
SEP 11 1950
OREGON
STATE HIGHWAY COMMISSION

9-11-50

4-3406
3299

Mrs Lewis

September 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen

Attached is a copy of a claim which has been filed with the Secretary of State by Overhead Door Company, 3508 Southwest Moody, Foot of Curry, Portland, against Bemis and Company. This claim is in connection with State Highway Contract 3299 awarded to Bemis and Company for construction of a maintenance building at Jewell. The claim is in the amount of $682.00 for materials and labor furnished to install doors in connection with the above contract.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3299.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

2-11-509C

ome Office
ead Door Corporation
Hartford City, Indiana, U.S.A.

Sales Offices
Seattle Spokane
Yakima Tacoma
Boise Wenatchee

OVERHEAD DOOR COMPANY
3508 S. W. Moody, Ft. of Curry - BR. 5559
PORTLAND 1, OREGON

September 6, 1950

State of Oregon,

Salem,

Oregon.

Attention: Secretary of State

Gentlemen:

Re: State Highway Commission, Contract No. 3299
Construction of Jewell Maintenance Building,
Bemis & Co. Contractors, 2376 S. E. 45th, City.

Notice is hereby given that the undersigned, OVERHEAD DOOR CO. has a claim for materials furnished and labor performed in the sum of $682.00 against the bond taken from BEMIS & CO. for the work of providing and installing the required overhead doors on the above job., which work was completed June 6th, 1950, and is long overdue.

Yours very truly,

OVERHEAD DOOR CO.

R. S. DORNBERGER

R. S. Dornberger

E

ENDORSED
File No. 3227
Filed September 7, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

PEERLESS
Casualty Company
An Old New England Company
INCORPORATED 1901
HOME OFFICE
KEENE, NEW HAMPSHIRE
CABLE ADDRESS — PEERLESCAS NEW YORK

FIDELITY AND SURETY DEPARTMENT
JOHN F. QUINAN, VICE PRESIDENT
EDWARD O. MARSHALL, ASSISTANT SECRETARY

4-3406

July 24, 1950

Oregon State Highway Commission
Salem
Oregon

Re: Bemis & Company

Gentlemen:

We acknowledge your letter of July 18th advising of the intention of the Commission to release $1,055.12 to the above contractor.

Yours truly,

EMarshall
Assistant Secretary

EM:ah

7-28-

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[illegible] 19 1950
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4-3406

3299

July 18, 1950

Peerless Casualty Co.
19 Federal St.
Keene
New Hampshire

Gentlemen:

You are advised of the intention of the State Highway Commission to release to Bemis & Company a portion of the funds that heretofore have been retained by the Commission, in connection with contract No. 3299, covering construction of maintenance building at Jewell, Oregon, in Clatsop County. This payment, which is in the amount of $1,055.12, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $218.18. The present payment will be made on or after July 28, 1950.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Mr. M. B. Waterbury
Board of Trade Bldg.
Portland 4, Oregon

7-18-50 gl

RECEIVED
APR 1 1950
FOR FILING

4-3406

3299

April 19, 1950

Bemis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, three fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3291, covering construction of maintenance building at Parkdale in Hood River County, awarded March 20, 1950.

Contract No. 3292, for construction of maintenance building at Veneta in Lane County, awarded March 20, 1950.

Contract No. 3299, covering construction of Jewell Maintenance Building in Clatsop County, awarded March 21, 1950.

Executed copies of the above contracts are also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
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MAR 24 1950
FOR FILING

4-3406

3279

March 24, 1950

Bewis and Company
2376 S. E. 45th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on March 21, 1950 awarded you the contract for the Jewell Maintenance Building on the Nehalem Highway in Clatsop County. This award was based on your low bid of $7,292.03 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE-HIGHWAY COMMISSION

fm

cc - O. S. Paxson

8-1006 Port Orford Section of the 1950
Oregon Coast Highway
3300

RECEIVED
FEB 26 1952
FOR FILING

Mrs Lewis

[illegible]
[illegible]

February 26, 1952

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from Bashaw and Spady, attorneys representing Mr. George H. Churchill, in which they write as follows:

"Your letter of February 18, 1952 is at hand. Please be advised that the claim of George H. Churchill against the Inter-City Sand & Gravel Company has been settled.

"Mr. Churchill does not have any claim at present against the Inter-City Sand & Gravel Company."

This statement is in connection with a claim previously filed by Mr. Churchill against Inter City Sand and Gravel Company on State Highway Contract No. 3300 for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

This information is furnished to your Company inasmuch as it appears as surety on the performance bond furnished with Contract No. 3300.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon
Mr. Bryant G. DeBar
88 Tenth East
Eugene, Oregon
Inter City Sand & Gravel Co., Inc.
3698 South 99
Eugene, Oregon

NOTED ON CARD
2-26-52

RECEIVED
FEB 26 1952
FOR FILING

8-1[illegible]-6

3300

Miss Law

February 26, 1952

Bashaw & Spady
Attorneys at Law
Bandon, Oregon

Attention: Mr. Myron D. Spday

Gentlemen:

Thank you for your letter of February 21 advising that the claim of George H. Churchill against Inter City Sand and Gravel Company has been settled.

This is in connection with the claim previously filed by Mr. Churchill on State Highway Contract No. 3300 in the sum of $910.11.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
2-26-52 g e

BASHAW & SPADY
ATTORNEYS AT LAW
BANDON, OREGON

TELEPHONE 1871

OFFICES ALSO IN
PORT ORFORD, OREGON

February 21, 1952

3300
~~[illegible]~~

Oregon State Highway Commission
Salem
Oregon

Attn: H. B. Glaisyer

Re: George H. Churchill vs. Inter-City Sand & Gravel Company, Incorporated

Dear Sir:

Your letter of February 18, 1952 is at hand. Please be advised that the claim of George H. Churchill against the Inter-City Sand & Gravel Company has been settled.

Mr. Churchill does not have any claim at present against the Inter-City Sand & Gravel Company.

Very truly yours,

BASHAW & SPADY

By: Myron D. Spady

Myron D. Spady

mds/tm

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

RECEIVED

2-25-52

RECEIVED
FEB 19 1952
FOR FILING

February 18, 1952

Edward T. Lynch, Attorney-in-fact
United Pacific Insurance Company
627 Board of Trade Bldg.
Portland 4, Oregon

Dear Mr. Lynch:

I have just received your letter of February 15 advising that the United Pacific Insurance Company, surety on the bond furnished by the Inter City Sand & Gravel Co.,Inc., in connection with State Highway Contract No. 3300 for grading and surfacing on the Port Orford Section of the Oregon Coast Highway, consents to the release of final payment to the contractor on this job notwithstanding the claims of Oran Duncan and George H. Churchill.

In view of your letter I am today authorizing the manager of our Accounting Division to release all monies due and payable to the Inter City Sand & Gravel Co.,Inc. in connection with this job.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBC:gl

cc: C. H. Maison
Goldie Lewis

Mr. Maison:

This note will serve as authority for you to release to the contractor all monies earned in connection with the above mentioned job.

NOTED ON CARD
2-18-52, gl

C
O
P
Y

UNITED PACIFIC

INSURANCE COMPANY

Portland Office - 627 Board of Trade Building

Portland 4, Oregon

February 15,1952

H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Subject: Bond No. 106613 - Inter City Sand & Gravel Co., Inc.
Contract No. 3300

Dear Mr. Glaisyer:

We have your letter of October 17, 1951 in which you have advised the above contract was formally accepted by the Highway Commission on August 20, 1951 but that final payment in the amount of $2,410.45 would not be released to the contractor until outstanding claims have been satisfied and your office advised. You have listed a claim filed against this project by Oran Duncan in the amount of $3,949.87 and a claim filed by George H. Churchill amounting to $910.

Our contractor advises that all claims have been satisfactorily settled excepting that or Oran Duncan, which is in dispute. The Inter City Sand & Gravel Co., Inc. has requested that we write your office to ascertain if it is possible for the Commission to make final payment. It would seem unreasonable for the Commission to withold this money, in view of the fact that the claim in question is disputed and further, that the bond which United Pacific Insurance Company has furnished in connection with this contract guarantees the payment of all labor and material bills incurred directly in connection with the performance of the work.

It shall be very much appreciated if you will give the matter further consideration and you may accept this letter as consent of the United Pacific Insurance Company, as Surety, to make final payment to the contractor.

Very truly yours,

UNITED PACIFIC INSURANCE COMPANY

By EDWARD T. LYNCH /S/

Edward T. Lynch,
Attorney-in-fact

ETL:mo

cc: DeBar

RECEIVED
FEB 19 1952
FOR FILING

February 18, 1952

Bashaw & Spady
Attorneys-at-Law
Bandon, Oregon

Gentlemen:

Our records disclose a claim filed by your client, George H. Churchill, for labor and rental of a cement mixer furnished Inter City Sand & Gravel Co.,Inc. in connection with State Highway Contract No. 3300, for construction of the Port Orford Section of the Oregon Coast Highway, in the sum of $910.11.

We have been advised by the surety on the performance bond furnished by the contractor on this job that this claim has been settled. Will you please verify this by return mail so that our records will be complete. Thank you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSI
(date)

Nov. 12, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3300	10 & 11 Final	Inter City Sand & Gravel Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19592	R-27986	$ 2,410.45	Nov. 9, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:
Sep. 30, 1950
Time Extensions:
to July 4, 1951 without penalty
Completion Date:
July 3, 1951
Date Accepted:
Aug. 20, 1951
Penalties:

Claims:
We have 2 claim on file, one with Geo. H. Churchill for labor and rental
Remarks: of cement mixer amt. to $910.11, and 1 with Oran Duncan in the amt. of $3949.87.

Mr. Enfield approved payment of this warrant (final) notwithstanding claims, We also have the consent of Surety.

- -

Date:
~~[illegible]~~ 2-20-52
To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: FEB 20 1952

NOTED ON CARD
2-21-52 gl

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FOR FILING

8 [illegible]

[illegible]

October 17, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

State Highway Contract No. 3300 for work performed on the Port Orford Section of the Oregon Coast Highway in Curry County was completed by the contractor, Inter City Sand & Gravel Co.,Inc., on July 3, 1951 and was formally accepted by the Highway Commission on August 20, 1951.

Final payment in the amount of $2,410.45 will be released to the contractor on or after October 27, 1951, provided outstanding claims have been satisfied and this office advised. The total contract amount is $76,662.30, of which amount $182.18 represents force account items.

There is a claim filed against this project by Oran Duncan in the total amount of $3,949.87, and a claim filed by Geo. H. Churchill amounting to $910, of which you have been previously notified.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Mr. Bryant G. DeBar
88 - 10th East
Eugene, Oregon

Portland Branch Office

NOTED ON CARD

RECEIVED
FOR FILING

Mrs Lewis

September 14, 1951

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention Mr. E. T. Lynch, Manager

Gentlemen:

We have your letter of September 7 in which you state that it is agreeable with your company to release part of the retained percentage to the Inter City Sand and Gravel Company, Inc., on State Highway Contract No. 3300 for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

Estimate No. 9 in the amount of $7,974.02 will therefore be released to the contractor.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:ehr

cc United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

M. H. Hawke 2 Please release warrant to Inter City Sand and Gravel

NOTED ON CARD

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

September 7, 1951

3300

Oregon State Highway Commission
Salem, Oregon

Re: Bond No. 106613 - Inter City Sand & Gravel Co., Inc.
Contract No. 3300

Gentlemen:

This will acknowledge receipt of your letters, both dated August 29th, wherein it is advised that the Highway Commission intends to release to the Inter City Sand & Gravel Co., Inc. a portion of the funds heretofore retained by the Commission in connection with Contract No. 3300, for grading and surfacing on the Port Orford Section of the Oregon Coast Highway, Curry County.

We further wish to advise that we are aware of the two claims which have been filed against this project totalling $4,859.98 and the payment of the portion of the funds as referred to above meets with our approval.

Very truly yours,

E. T. Lynch
E. T. Lynch, Manager
Fidelity and Surety Department

ETL/mo

REFERRED TO
[illegible]
BY SECRETARY

[illegible] & thanks clearing payment to
not a cont

Green
Follow up
HMS

August 29, 1951

United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Attention: Mr. Edward T. Lynch

Gentlemen:

Your letter of August 6 addressed to Mr. J. M. Devers and concerning release of funds to Inter City Sand and Gravel Company on Contract No. 3300 has been referred to this office.

In addition to the George H. Churchill claim against Inter City Sand and Gravel Company on this contract, we also have record here of a claim filed by Oran Duncan in the form of a complaint in the total amount of $3,949.87 for hauling gravel, wages, penalty and attorney's fees. You were notified concerning receipt of this claim on August 1, 1951. The claim of Mr. Omar F. Townley for wages has been satisifed and your office notified on August 23.

In view of the claim of Mr. Duncan, will you please advise if you wish to release payments to Inter City Sand and Gravel Company on Contract No. 3300. At the present time there is ready to be released to the contractor Estimate No. 9 in the amount of $7,974.02. This payment is in the nature of a semi-final and there is still retained the sum of $2,296.45.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

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396.00 [illegible] wages
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7.30

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396.00
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[illegible] 1951

UNITED PACIFIC
Insurance Company

HOME OFFICE - TACOMA, WASHINGTON

PORTLAND OFFICE - 627 BOARD OF TRADE BUILDING
PORTLAND 4, OREGON

August 6, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. J. M. Devers, Chief Counsel

Subject: Bond #106613 Inter City Sand and Gravel Company
Contract No. 3300

Gentlemen:

This will acknowledge receipt of your letter dated August 1, 1951 wherein you advised the State Highway Commission has been served with a copy of a complaint in a case entitled State of Oregon ex rel. George H. Churchill vs. Inter City Sand and Gravel Company and United Pacific Insurance Company. It is further advised that this case is pending in Lane County and involves a contract between Inter City Sand and Gravel Company and the State in connection with contract in which the defendant United Pacific Insurance Company is contractor's surety.

You may accept this letter as consent of the United Pacific Insurance Company to release to the contractor, Inter City Sand and Gravel Company, any money which has been earned on this contract and yet unpaid to the contractor.

Very truly yours

Edward T Lynch
Edward T. Lynch
Attorney in Fact

ETL:lg

AUTOMOBILE---FIDELITY & SURETY---BURGLARY & THEFT
LIABILITY & PROPERTY DAMAGE---PLATE GLASS---GROUP DISABILITY

RECEIVED
SEP 5 1951
FOR FILING

8-1006

3300

September 4, 1951

Inter City Sand & Gravel Co., Inc.
3698 South 99
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 20, 1951, had under discussion your request for an extension of time of 276 days, from September 30, 1950 to July 4, 1951, within which to complete your contract No. 3300 for grading and surfacing on the Port Orford Section of the Oregon Coast Highway in Curry County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

George C. Baker,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING

PHONE [illegible]

RES. PHONE 4-4860

BRYANT DeBAR INSURANCE AGENCY
88 EAST TENTH AVENUE
EUGENE, OREGON

August 30 1951

Oregon State Highway Commission
Salem Oregon

Mr. H.B. Glazier-, Secretary

Dear Sir: Inter City Sand and Gravel Co.

I acknowlege having received your letter dated August 28th relative to the payment of $7,974.02 on contract # 3300 and claims on the Intercity

No doubt the Portland office will also reply to your letter,

Yours truly,

Bryant G. DeBar

[illegible] Aug 28
attached

REFERRED TO
BY SECRETARY

RECEIVED

FOR FILING

8 - 1006

3300

August 29, 1951

United Pacific Insurance Co.
Fidelity & Surety Department
Seattle 14, Washington

Gentlemen:

It is the intention of the State Highway Commission to release to Inter City Sand & Gravel Co.,Inc. a portion of the funds that heretofore have been retained by the Commission in connection with contract No. 3300, for grading and surfacing on the Port Orford Section of the Oregon Coast Highway, Curry County.

This payment, which is in the amount of $7,974.02, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $2,296.45. The present payment will be released on or after September 8, 1951.

There are two claims filed against this project, of which you have been previously notified, aggregating $4,859.98 approximately.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Mr. Bryant G. DeBar
88 - 10th East
Eugene, Oregon

NOTED ON CARD

RECEIVED
[illegible] 1951
FOR FILING

8-1006

3300

Mrs Lewis

August 23, 1951

Mr. Omar F. Townley
Box 708
Port Orford, Oregon

Dear Mr. Townley:

We thank you for your letter of August 17 advising that you have received a check from the Inter City Sand and Gravel Company satisfying your claim for wages in connection with State Highway Contract No. 3300.

We will advise the surety of the satisfaction of your claim.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
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[illegible]

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Query
usual letter
undelivered

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123 25M 10-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 10,1951

Mr. Omar F. Townley
Box 708
Port Orford
Oregon

Dear Mr. Townley:

We have received a letter from the Inter-City Sand & Gravel Co., Inc. with statement enclosed showing your net earnings for work performed on Contract No. 3300, covering grading and surfacing on the Port Orford Section of the Oregon Coast Highway, amounted to $199.88. They also state you were paid in full.

Will you please verify the satisfaction of your claim for our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

RECEIVED
[illegible] 1951
FOR FILING

8-1006

23

[illegible] Lewis

August 23, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter from Omar F. Townley dated August 17 in which he states that on August 16 he received a check in full from the Inter City Sand and Gravel Company satisfying his claim for wages in connection with State Highway Contract No. 3300 awarded to Inter City Sand and Gravel Company, Inc., for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Mr. Bryant G. DeBar
88 - 10th East
Eugene, Oregon

Inter City Sand & Gravel Company
3696 South 99
Eugene, Oregon

8-23-51

RECEIVED
FOR FILING

8-1066

3300

August 16, 1951

Request for Extension of Time
No. 10
August 20 and 21 Meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Inter-City Sand and Gravel Company, Inc., for an extension of time on Contract No. 3300, Port Orford Section of the Oregon Coast Highway, from September 30, 1950 to July 4, 1951, the completion date.

The contractor on this project was somewhat lax in prosecution of his work, but he was very materially delayed by inability to secure removal of city water lines and power poles. The moving of power poles and water lines was started early in May of 1950 but was not prosecuted by the utility companies, and it was not until July 30 that the water lines were completely moved, and it was August 23 before the power poles were moved. This did not give the contractor sufficient time to complete his work during seasonal weather, and by the time he was ready to oil it was so late in the season that we refused to permit the oiling to be done until favorable weather in the spring of 1951.

We feel that non-completion in 1950 was not through any fault of the contractor, and we recommend that the extension requested be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

WCW:me bl

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FOR FILING

8 - 6

[illegible]

August 2, 1951

Mr. M. H. Hawke
Auditor
OFFICE

Will you please withhold further payments to Intercity Sand and Gravel Co., Inc. in connection with Contract No. 3300, for grading and surfacing the Port Orford Section of the Oregon Coast Highway, Curry County, until further notice from this office.

This is at the request of Mr. Devers and is occasioned by claims filed against the job.

Secretary

Query - Mrs Lewis
not on card

NOTED ON CARD
[illegible]

8/1/[illegible]

#3300

hold up payments
till hear from [illegible]

~~[illegible]~~

AGENDA

RECEIVED
AUG 2 1951
FOR FILING

Mrs Lewis

August 1, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of July 30 to which was attached three copies of a claim filed with your office by George H. Churchill against the Inter City Sand and Gravel Company for labor and equipment rental furnished in construction and surfacing a section in Port Orford which appears to be our State Highway Contract No. 3300.

The claim bears your file No. 3226.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

July 30, 1951

3300

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Bashaw & Oddy, attorneys, Bandon, and filed as of this date a notice of claim by George H. Churchill for labor, operator and rental for a cement mixer, furnished in the sum of $910.11 against the bond taken from Inter-City Sand and Gravel Company as principal, and United Pacific Insurance Company as surety, for the work of construction and surfacing a section in Port Orford, Curry County, Oregon, of that certain highway known as Highway Number 101, our file No. 3296.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

ET:m
Enc.

NOTED ON LOG

Query
usual letters

RECEIVED
JUL 31 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
AUG 2 1951
FOR FILING

Mrs Lewis

August 1, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by George H. Churchill against Inter City Sand and Gravel Company. The claim, in the sum of $910.11, is for labor and rental of a cement mixer furnished in construction and surfacing a section in Port Orford, which, from the description, appears to be State Highway Contract No. 3300 awarded to Inter City Sand and Gravel Company, Inc.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon
Mr. Bryant G. DeNar
88 Tenth East
Eugene, Oregon
Inter City Sand & Gravel Co., Inc.
3698 South 99
Eugene, Oregon

COPY

To the Secretary of State of the State of Oregon:

Notice is hereby given that the undersigned, George W. Churchill, has a claim for labor as a cement finisher and operator of a cement mixer and as rental for a cement mixer in the sum of Nine Hundred Ten Dollars and Eleven Cents against the bond taken from Inter-city Sand and Gravel Company as principal and United Pacific Insurance Company as surety for the work of construction and surfacing a section in Port Orford, Curry County, Oregon, of that certain highway known as Highway Number 101.

GEORGE W. CHURCHILL
George W. Churchill

RECEIVED
File No. [illegible]
Filed Jun [illegible], [illegible]
EARL S. SNELL, Secretary of State

8-1006
3300

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 28, 1951

Section Port Orford

Kind of work Grading & Oil Mat Surfacing

Highway Oregon Coast

Section prefix 8 - 1006

Contractor Inter City Sand & Gravel Co.

Contract number 3300

Date of contract March 21, 1950

Date of completion September 30, 1950

Date work started April 11, 1950

Estimated date of completion 19

Amount of contract $77,310.00

Per cent of time elapsed 242.5 %

Estimated cost of completed project, exclusive of engineering $87,310.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $9,753.75, 11.2%

Date project was completed July 3, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

I received invoices from Inter City Sand & Gravel Co. and made up P. A. s covering cement & oil. I took them to Eugene and got them signed Friday.

NOTED
H. W. LIBBY

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

Signed Geo. C. Baker Resident Engineer

Address Box 741 Port Orford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.99	0.99		0.99	
Miles partially completed					
Miles completed	0.99	0.99		0.99	
Total estimated quantities	22,250	16,496		246.45 tons	
Estimated quantities moved or placed to date	22,250	16,496		246.45 tons	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Cloudy		
Tuesday	"		
Wednesday	"		
Thursday	Clear		
Friday	"		
Saturday	"		

RECEIVED
[illegible] 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
1951
FOR FILING

FORM E-30 25M 11-50 44701

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 23, 1951

SUBJECT:

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In accordance with record of Assignment No. 2770, we have had investigated, the complaint of Mr. Young, Vice President of the Curry County Bank, pertaining to the sidewalk and compass in front of the bank.

I am attaching hereto copy of report from Mr. George Baker, Resident Engineer, which completely explains and closes this matter.

Very truly yours,

H. G. Smith
Construction Engineer

By Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:sh

Encls.

C
O
P
Y

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Port Orford, Oregon
July 16, 1951

SUBJECT: Curry County Bank Sidewalk

To: K. D. Lytle, Division Engineer,
Roseburg, Oregon

Dear Sir:

The sidewalk (Square with Compass) in front of the Curry Co. Bank in Port Orford is being completed today.

Following is the history of this matter;

1. In Sept. 1950 the contractor removed the sidewalk in front of the bank building. He was instructed to leave the square with the compass in it intact and adjust it to the new slope for the walk by gruting.
2. Mr. E. L. White, Port Orford City Water Sup't., came along and told the contractors crew that the compass was not properly placed and not in very good condition so for them to leave it out and he would put it back. This was done without my knowledge at the time.
3. When I found that the compass square had not been placed but had been broken up I inquired as to why my instructions had not been carried out and was told of Mr. Whites' action in the matter
4. I contacted Mr. White and he assured me that he would take care of the compass, that he had all of the parts and that it would be replaced in a much better condition than that in which it was removed as well as being corrected for directions, that this was a matter of personal pride to him and he wanted to see a good job done.
5. I repeatedly contacted Mr. White to get the compass replaced during the following months and and he repeatedly promised to do so at the first opportunity which of course depended on the weather being favorable and him having free time.
6. Immediately following Mr. C.H. Young's complaint I contacted Mr. White and he said he would see Mr. Young and explain the matter to him.
7. The compass being an assembly of numerous pieces of metal set in various colored cements was an installation which could not be done by the ordinary cement worker, I knew of no one capable of the job other than Mr. White and he only by his own profession.
8. When the contractor, Mr. Moe, finally came down to finish up the work on June 12, 1951, I informed him again that the compass had to be installed and He contacted Mr. White. After some discussion Mr. White said he would put it in, but he would have to be paid for doing it. A price of $15.00 was agreed upon and Mr. Moe paid Mr. White that amount at

No. 2770

that time with the assurance that the work would be done as soon as Mr. White completed the pump installation for the City that he was doing at the time. Mr. White estimated that it would be about ten days before he could do the work.

9. On July 11, 1951 I contacted Mr. White and told him the work would have to be done. He told me that he was still having some trouble with the pump installation but promised to do the work Sunday.

10. On July 15, 1951 Mr. White started installing the compass and is completing it today July 16, 1951

Very truly yours

Geo. C. Baker
Resident Engineer

cc encl.

ASSIGNMENT

y 6, 1951

No. 2720
By

scription: Letter dated July 2 from C. H. Young, Vice-President Curry County Bank, Gold Beach, complaining about what our contractor did to the sidewalk in frontof the bank and the failure to correct the faulty situation.

Acknowledged by ----- Referred to H. G. Smith ✓ ------

Investigate and report with recommendation
XX ~~Investigation,~~ such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ------------------ signature
PLEASE EXPEDITE ---------------------------------

Assignment executed 7-24-51 Report received ---------
me

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 5, 1951

SUBJECT:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

Attached is a letter I received today from Mr. Young, Vice President of the Curry County Bank, and you will note his complaint about what our contractor did to the sidewalk in front of the bank and the failure to correct the faulty situation.

Assuming that what Mr. Young says is true, we are under obligation to restore the compass, if the bank wants it restored, and, assuming also that what he says about the hazardous condition is true, we are under urgent obligation to correct that situation.

May I suggest that proper steps be taken to meet the situation.

Yours very truly,

J. M. Devers

J. M. DEVERS
Chief Counsel

NOTED
W. C. WILLIAMS

Enclosure
JMD:AWP

Mr. Williams.
Please advise.

C
o
p
y

CURRY COUNTY BANK

Gold Beach, Oregon
July 2, 1951

Mr. J. M. Devers
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Devers:

Some time ago we gave a right of way easement on our Bank property in Port Orford, in connection with your highway widening project in the City of Port Orford. In making changes on the sidewalk in front of our building, the contractor removed one square in the sidewalk which contained a compass. This compass was donated to us and placed in the sidewalk by the late Hon. Gilbert Gable, former mayor of Port Orford. The compass was to be replaced and the sidewalk repaired but so far this has not been done. The square in the sidewalk is directly in front of the door of the Bank building and the sidewalk is hazardous to say the least.

I spoke to Engineer Baker a month or more ago about this situation and I told him we wanted the sidewalk repaired with out any more delay. As the contractor has been stalling since last fall, I think you can surely agree with me that this is most unreasonable treatment that we are getting in this matter and we should not be compelled to take this risk any longer. I informed Mr. Baker that unless we got relief without any further stalling that I would appeal to you for relief. I am most reluctant to do this but I see no other recourse. I will greatly appreciate it if you will see that we do get relief promptly as we dealt with the Highway Commission in good faith and we feel we are entitled to the same consideration from the commission.

Thanking you and with kind regards, I remain

Very truly yours,

/s/ C. H. Young
C. H. Young, Vice-President

CHY:ab

RECEIVED
JUL 23 1951
FOR FILING

Miss Lewis

8- [illegible]
3300

July 19, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

We have received a copy of a complaint from Buffington, Shaw and Starkweather, Gold Beach, in behalf of Oran Duncan against Inter-City Sand & Gravel Company. This complaint has been filed in the Curry County Circuit Court but apparently has not been served upon the defendant. The complaint alleges that the Inter-City Sand & Gravel Company, Inc., owes Mr. Duncan $1,362.20 for hauling gravel and in addition to that $396.00 for wages and $879.10 as attorney's fees. The complaint also demands in a separate and alternate cause of action that there is due Mr. Duncan $479.05 for wages earned plus $396.00 for wages plus $437.52 attorney's fees. This claim appears to be in connection with State Highway Contract No. 3300 awarded to Inter-City Sand & Gravel Company, Inc., for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Company
627 Board of Trade Building
Portland 4, Oregon

Mr. Bryant G. DeBar
88 Tenth East
Eugene, Oregon

Inter-City Sand & Gravel Co., Inc.
3698 South 99
Eugene, Oregon

NOTED ON CARD

RECEIVED
JUL 23 1951
FOR FILING

8-1066

3300

Mrs Lewis

July 19, 1951

Buffington, Shaw and Starkweather
Gold Beach, Oregon

Attention: Mr. David C. Shaw

Gentlemen:

This is to acknowledge receipt of the complaint of Oran Duncan against Inter-City Sand & Gravel Co., Inc., in which it is stated that the Inter-City Sand & Gravel Co. owes him $1,362.20 for gravel hauling performed on State Highway Contract No. 3300 which was awarded to Inter-City Sand & Gravel Co., Inc., for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County and in addition to the sum for hauling gravel, other sums for wages and attorney's fees.

This complaint or claim will be noted in our records and we will advise the surety and the contractor that it has been received. The surety in this instance is the United Pacific Insurance Company and their agent is Bryant G. DeBar, 88 Tenth East, Eugene, Oregon. This contract was completed July 3 but has not yet been accepted by the Highway Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

7-19-51

LAW OFFICES OF
BUFFINGTON, SHAW AND STARKWEATHER
GOLD BEACH, OREGON

COLLIER H. BUFFINGTON
1889-1951
DAVID C. SHAW
FREDERIC H. STARKWEATHER, JR.

July 16, 1951

Contract
3300

Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Re: Duncan v. Inter-City Sand & Gravel Co.

Dear Mr. Smith:

Enclosed herewith is a certified copy of the complaint filed in the within action. As yet, we have not been able to obtain service upon the defendant. Meanwhile, the complaint shows the claim of an employee working on the State highway at Port Orford, and I understand that you are holding certain monies for the benefit of unpaid labor bills.

Any questions you may have can be fully answered by your engineer at Port Orford, George Baker, who is fully familiar with the case.

Very truly yours,

BUFFINGTON, SHAW & STARKWEATHER

By David C. Shaw
David C. Shaw

DCS:bf
Enclosure: 1

1362.20 due
for hauling gravel

RECEIVED
JUL 17 1951
OFFICE OF
CONSTRUCTION ENGINEER

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

IN THE CIRCUIT COURT OF THE STATE OF OREGON IN AND FOR CURRY COUNTY

ORAN DUNCAN,
Plaintiff,
vs.
INTER-CITY SAND & GRAVEL CO., INC., a corporation,
Defendant.

COMPLAINT

COMES NOW the plaintiff through his attorneys Buffington, Shaw & Starkweather and for his cause of action against the defendant states:

I

That at all times hereinafter mentioned the defendant, Inter-City Sand & Gravel Co., Inc., was engaged in the rebuilding and paving of streets in the City of Port Orford, County of Curry, and State of Oregon, under contract with the Highway Commission of the State of Oregon.

II

That on and between the dates of June 6, 1950 and December 7, 1950 the plaintiff was engaged by the defendant as a truck-hauler, and that the plaintiff was hired on two different bases: on a quantity base for the hauling of gravel and payable at the rate of 45¢ per yard, and on an hourly basis of $5.50 per hour until October 24, 1950, and then at the rate of $6.00 per hour, said hourly rate being computed on the basis that plaintiff furnished his own truck; that plaintiff on the above bases between September 18, 1950 and October 19, 1950 hauled 2,260 yards of gravel at the agreed rate of 45¢ per yard and for which he was to receive the amount of $1,017.00; that from October 5, 1950 through December 7, 1950 the plaintiff worked for the defendant at the agreed rate of $5.50 per hour for a total of 110 hours and at the agreed rate of $6.00 per hour for a total of 297 hours; and that the employment of plaintiff was terminated by the defendant by discharging plaintiff on December 7, 1950.

III

That the defendant has not paid any money to plaintiff on account of wages earned by plaintiff as aforesaid except the following:

September 19, 1950	$100.00
October 3, 1950	$200.00
October 21, 1950	$300.00
October 28, 1950	$ 9.90
November 11, 1950	$ 79.20
November 18, 1950	$ 28.05
November 25, 1950	$ 33.00
December 2, 1950	$ 18.15

and, in addition, the following amounts which wer paid on dates unknown to plaintiff:

$200.00	Cash draw
$232.75	By endorsement of checks from plaintiff's foreman
$500.00	Draw
$152.70	Payment of bill for plaintiff by defendant to Standard Oil Co.
$188.05	Payment of bill for plaintiff by defendant to Shell Oil Co.

all of such payments totaling the amount of $2,041.80, leaving a balance of $1,362.20 owed by defendant to plaintiff.

IV

That plaintiff has on many occasions demanded his wages from defendant; and that more than 48 hours have elapsed since plaintiff has demanded his wages from defendant.

V

That it has been necessary for plaintiff in order to recover his wages to employ the services of an attorney.

VI

That defendant, being financially able to pay plaintiff when his wages were due at the termination of the employment of plaintiff, refused to do so, and that plaintiff is therefore entitled, as a penalty for non-payment of the wages above mentioned as requested, as provided by law, to a daily wage of $13.20 per day for a period of thirty days for the sum of $396.00, in addition to the sum of $1,362.20 owing to plaintiff for his wages as set forth above.

VII

That the amount of $879.10 is reasonable as attorney's fees to be allowed to plaintiff in this action.

WHEREFORE, the plaintiff demands judgment against the defendant as follows:

For the amount of $1,362.20 as wages; for the amount of $396.00 as penalty for failure to pay wages when due; for the further amount of $879.10 as plaintiff's attorney's fees; and for plaintiff's costs and disbursements in this action.

AND FOR A SEPARATE AND ALTERNATE CAUSE OF ACTION THE PLAINTIFF STATES:

I

That after demand by the plaintiff the defendant on December 16, 1950 agreed that the amount of $979.05 was due and owing to plaintiff upon his wages, performed as set forth above herein, and that defendant sent to plaintiff the amount of $500.00, leaving a balance based upon defendant's own computation due to plaintiff of $479.05.

II

That defendant discharged plaintiff from its employment on December 7, 1950 and that plaintiff demanded his wages on many occasions from defendant, and that defendant, though financially able to pay, did not pay to plaintiff the amount which defendant admitted was due to plaintiff, i.e., the amount of $479.05; that more than 48 hours have elapsed since the demand of plaintiff from defendant for such payment; and that plaintiff has found it necessary to employ the services of an attorney to collect the above amount of $479.05.

III

That plaintiff is entitled, as provided by law, to a daily wage of $13.20 per day for a period of thirty days, or the sum of $396.00, in addition to the above sum of $479.05 owing to plaintiff for his wages, as set forth above.

IV

That the amount of $437.52 is reasonable as attorney's fees to be allowed to plaintiff in this action.

WHEREFORE, plaintiff demands judgment against the defendant under this separate and alternate cause of action as follows:

For the amount of $479.05 as wages; for the amount of $396.00 as penalty for failure to pay wages when due; for the further amount of $437.52 as attorney's fees; and for plaintiff's costs and disbursements in this action.

Respectfully submitted,

BUFFINGTON, SHAW & STARKWEATHER

By /s/ David C. Shaw
David C. Shaw
Attorneys for Plaintiff
Gold Beach, Oregon

STATE OF OREGON)
COUNTY OF CURRY) ss.

This is to certify that I am one of the attorneys for the plaintiff in the foregoing entitled action, that I have carefully prepared the foregoing complaint and compared the same with the original on file herein and that it is a true and correct copy of the same and of the whole thereof.
Dated at Gold Beach, Oregon, this 8 day of June, 1951.

David C Shaw
Of Attorneys for Plaintiff

STATE OF OREGON)
: ss.
COUNTY OF CURRY)

I, Oleta A. Walker, Clerk of the Circuit Court of the State of Oregon for Curry County, do hereby certify that I have compared the foregoing copy of Complaint with the original thereof in my official custody as Clerk of the Circuit Court; that the said copy of Complaint is a full, true and correct copy of the original thereof, and of the whole, and of eavery part thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the said Court on this 16 day of July, 1951.

Oleta A. Walker
Clerk of said Court

LAW OFFICES OF
BUFFINGTON AND SHAW
GOLD BEACH, OREGON

being first duly sworn, on oath depose and say: That I am........ ....the ....

named in the within and foregoing...,

that I have read the same, know the contents thereof and that the same is true and correct as I verily believe.

....

....

....

Subscribed and sworn to before me this..............day of ...., 19........

(SEAL)

....

Notary Public for Oregon.

My commission expires...19........

STATE OF OREGON,
COUNTY OF CURRY, } ss. This is to certify that I am .... the attorney........

for the ....

in the foregoing entitled....... ....,, that I have carefully prepared the foregoing

.... and compared the same with the original on file herein and that it is a true and correct copy of the same and of the whole thereof.

Dated at Gold Beach, Oregon, this ....day of..., 19........

....

Attorney.... for..

STATE OF OREGON,
COUNTY OF CURRY, } ss. I, ..., attorney........ for the

.... in the foregoing entitled .... hereby certify that I served the foregoing upon.. attorney for the ....therein on the...........day of........................., 19........, at Gold Beach, Oregon, by then and there depositing a copy thereof, duly certified by me to be a correct copy thereof, in the U. S. postoffice at said place, duly addressed to........................at......................... residence and post office address at————————, Oregon (enclosed in a sealed envelope, with the postage thereon fully prepaid).

....

Attorney.... for..

STATE OF OREGON,
COUNTY OF CURRY, } ss. I hereby acknowledge due and personal service of the foregoing .... on me this...............day of..........................., 19........, by the receipt personally in Curry County, Oregon, of a duly certified copy thereof.

....

Attorney.... for..

RECEIVED
[illegible] 1951
FOR FILING

July 10,1951

Mr. Omar F. Townley
Box 708
Port Orford
Oregon

Dear Mr. Townley:

We have received a letter from the Inter-City Sand & Gravel Co., Inc. with statement enclosed showing your net earnings for work performed on Contract No. 3300, covering grading and surfacing on the Port Orford Section of the Oregon Coast Highway, amounted to $199.88. They also state you were paid in full.

Will you please verify the satisfaction of your claim for our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

7-11-51

RECEIVED
FOR FILING
5-1956
3300

INTER-CITY SAND & GRAVEL CO.
INCORPORATED
EUGENE AND SPRINGFIELD·OREGON
3698 HIGHWAY 99 SOUTH — EUGENE, OREGON
PHONE 4-5259

June 29, 1951

United Pacific Ins. Co.,
Oregon State Hiway Comm.,Mr. Glaisyer,Sec.,
Omar F. Townley, Box 708, Port Orford, Oregon.

Gentlemen:

We have in hand time cards (sent to our office by James Coffelt our man in charge on the Port Orford Job), payroll records and cancelled checks showing Omar F. Townley, Soc. Sec. #567-18-0095 as follows:

Week ending 6-10-1950.
Wed.-------9½ hrs.
Thurs.-----8½ hrs.
Friday ---7 hrs.
25 hrs. total 23 hr. @ $1.65---$37.95
2 hrs @ 2.475--- 4.95
gross earnings -- 42.90

NOTED
F. QUERY

deductions: SIAC .03
FOAB .64
Fed.WH2.70
State WH .43
total deduct --- 3.80
6-12-50 check #753 for ---------------- 3.80
39.10 net pay

Week ending 6-17-50
Mon.----7 hrs.
Tues.---11 hrs.
Wed. --- 9 hrs.
Thurs.--9 hrs.
Fri.----14½ hrs.
Sat.---- 5 hrs.
55½ hrs. total 39 hrs. @ $1.65 ------$64.35
16½ hrs @ 2.475----- 40.84
gross earnings------ $105.19
Deductions: SIAC .06
FOAB 1.58
Fed. WH 12.20
State " 1.05
Total deduct 14.89 ------
6-20-50----check #837 for------------------ 14 89
$90.30 net pay

INTER·CITY SAND & GRAVEL CO.
INCORPORATED
EUGENE AND SPRINGFIELD·OREGON
3698 HIGHWAY 99 SOUTH — EUGENE, OREGON
PHONE 4-5259

-2- June 29, 1951

Week ending 6-24-50
Mon.---- 9 hrs.
Tues.---10½ hrs.
Wed. --- 9 hrs.
Thurs.-- 9½ hrs.
Fri.---- 8 hrs.
46 hrs. total ----40 hrs @ 1.65----$66.00
6 hrs.@2.475---- 14.85
gross earnings--- 80.85

deductions: SIAC .05
FOAB 1.21
Fed.WH 8.30
State " .81
total deduct 10.37 10.37
6-26-50 check #900 for--------------- 70.48 net pay

As far as we can find out these are Mr. Townley's earnings in full and were paid as such.

Very truly yours,
INTER-CITY SAND & GRAVEL CO., INC.

KM/s

By Kay Moe
Kay Moe

7-2-51

RECEIVED
FOR FILING

Mrs Lewis

June 20, 1951

Mr. Omar F. Townley
Box 708
Port Orford, Oregon

Dear Mr. Townley:

Your letter of June 13, addressed to Mr. H. G. Smith, concerning unpaid wages has been referred to this office for reply. The job to which you refer is, apparently, State Highway Contract No. 3300 which was awarded to Inter-City Sand and Gravel Company for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

To date, this contract has not been completed. Each State Highway contractor is required to furnish a performance bond with each contract. This performance bond not only assures satisfactory completion of the work but payment of all bills incurred on the contract. The United Pacific Insurance Company, through Bryant G. DeBar, 88 10th East, Eugene, Oregon, furnished the bond with the above contract.

The State does not enter into the matter of determining the validity of claims and neither does it make payments direct to claimants. Your claim, however, will be recorded and we will notify the surety and contractor that it has been received. If you feel it necessary, you might file your claim with the labor commissioner or, if you wish to protect your claim under the bond for a period of more than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing, there are attached excerpts from the Oregon laws outlining the necessary procedure.

Very truly yours,

NOTED ON CARD
6-25-51

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FQ:ohr

Enclosures

June 13-51

[illegible]

Dear Sir:

[illegible] 13.0[illegible] [illegible]

[illegible]

NOTED ON CARD

6-28-51 [illegible]

Query

[illegible]

RECEIVED
1951
FOR FILING

[illegible]

3300

Mr Lewis

June 29,1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received a letter dated June 13 from Omar F. Townley, Box 708, Port Orford, Oregon in which he states that Inter City Sand and Gravel Company, Incorporated, owes him a sum somewhat in excess of $13.09 for labor on Inter City Project in Port Orford.

From the description provided, the project he refers to is apparently State Highway Contract No. 3300 with Inter City Sand and Gravel Company, Incorporated, for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

Mr. Townley also states that he had talked with Mr. Sig Moe personally and had written him two letters but to date has received no answer.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:FQ:ehr

cc Bryant G. DeBar
88 - 10th Street East
Eugene, Oregon

Inter City Sand and Gravel

NOTED ON CARD
6-28-51 W

RECEIVED
MAY 4 1951
FOR FILING

Mrs Lewis

8-100
3300

May 2, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received from Bashaw and Spady, Attorneys at Bandon, an affidavit of claim in behalf of George H. Churchill. Mr. Churchill's claim is against the Inter-City Sand and Gravel Company in the amount of $625.47 for unpaid wages on State Highway Contract No. 3300 for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with State Highway Contract No. 3300.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Building
Portland 4, Oregon

Mr. Bryant G. DeBar
88 Tenth East
Eugene, Oregon

Inter-City Sand and Gravel Co., Inc.
3698 South 99
Eugene, Oregon

NOTED ON CARD
5-2-51 gl

AFFIDAVIT

STATE OF OREGON)
) ss.
County of Curry)

I, George H. Churchill, of Port Orford, Oregon, being duly sworn, depose and say on oath: That I worked for the Intercity Sand and Gravel Company on their job on Highway 101 in Port Orford, Oregon, from November 5, 1950, to December 5, 1950; that I worked on the project under an agreement with the said Intercity Sand and Gravel Company that I would be paid $2.50 an hour for labor plus $3.50 an hour for all operating time on a concrete mixer which I furnished; that there is still owing me the sum of $625.47, including the statutory penalty for failure to pay wages on demand.

Geo. H. Churchill

Subscribed and sworn to before me this 18th day of April, 1951.

E. R. Boshaw
Notary Public for Oregon

My Commission Expires October 20, 1953.

RECEIVED
MAY 2 1951
FOR FILING

8-10 " 6

May 2, 1951

Bashaw and Spady
Attorneys-at-Law
Bandon, Oregon

Gentlemen:

As requested in your letter of April 18 which was received in this office on May1, we are enclosing herewith a certified copy of State Highway Contract No. 3300 with the Inter-City Sand & Gravel Company, Inc., for grading and surfacing the Port Orford Section of the Oregon Coast Highway in Curry County. This is furnished on the affidavit submitted by George H. Churchill in which he states that the Inter-City Sand & Gravel Company owes him $625.47 for unpaid wages on the above contract.

For your information the contract has not yet been completed or accepted by the Commission.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

BASHAW & SPADY
ATTORNEYS AT LAW
BANDON, OREGON
TELEPHONE 1871

OFFICES ALSO IN
PORT ORFORD, OREGON

April 18, 1951

STATE HIGHWAY COMMISSION
Salem, Oregon

3310

Dear Sirs:

Enclosed is the affidavit of Mr. George H. Churchill in compliance with the requirements of 98 O.C.L.A. 101. As soon as it is convenient we would like to have a copy of the contract, with sureties noted, of the Inter-City Sand & Gravel Co. with the State of Oregon for construction on Highway 101 through Port Orford, Oregon.

Thank you.

Very truly yours,

BASHAW & SPADY

Myron D. Spady
By: Myron D. Spady

/ms
Enclosure—1
cc
Inter-City Sand & Gravel Co.
3698 Highway 99 South
Eugene, Oregon.

Query
send him certified copy of contract -
prepare usual letters re claims
4-19

Williams

FILING

4-18-50

AFFIDAVIT

NOTED
W. C. WILLIAMS

STATE OF OREGON)
County of Curry) ss.

I, George H. Churchill, of Port Orford, Oregon, being duly sworn, depose and say on oath: That I worked for the Intercity Sand and Gravel Company on their job on Highway 101 in Port Orford, Oregon, from November 5, 1950, to December 5, 1950; that I worked on the project under an agreement with the said Intercity Sand and Gravel Company that I would be paid $2.50 an hour for labor plus $3.50 an hour for all operating time on a concrete mixer which I furnished; that there is still owing me the sum of $625.47, including the statutory penalty for failure to pay wages on demand.

/s/ Geo. H. Churchill

Subscribed and sworn to before me this 18th day of April, 1951.

/s/ E. R. Bashaw
Notary Public for Oregon

(Seal)
My Commission Expires October 20, 1953.

ACKNOWLEDGED
H. B. GLAISYER

RECEIVED
FOR FILING

[illegible]

3220

April 11, 1951

Honorable Douglas McKay
Governor of Oregon
Salem, Oregon

Dear Governor McKay:

With reference to your letter to V. H. Kohl, Manager, Port Orford Sea Foods Company, relative to the dusty condition of the highway through Port Orford, advise that we have contacted the President of the Inter City Sand & Gravel Company of Eugene, who has the Port Orford contract, and he assures us that he will assemble his equipment this week, move to Port Orford next week, and immediately start final oiling operations on the highway through Port Orford. With reasonable weather, the work should be completed within less than 30 days.

During actual oiling operations, the contractor will be required to do such sprinkling as is necessary to alleviate the dust nuisance.

I return to you the letter addressed to you by V. H. Kohl.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me RHB:hi
Encl.
cc Mr. V. H. Kohl
Mr. W. C. Williams
Mr. E. D. Lytle Please sprinkle at once.
R.H.B

OR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

April [illegible] 1951

Honorable Douglas McKay
Governor of Oregon
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Governor McKay:

With reference to the claim of Mr. Elwood Hussey, which has been brought to the attention of Senator Marie Wilcox, I give you the following information:

The State owns a gravel pit adjacent to the Hussey property, which pit was operated by a contractor in the improvement of a state highway. Mr. Hussey claimed that the operations had been carried on in such a manner as to cause flooding of his property.

A careful investigation was made, and indications were that the property flooded during high-water periods, which condition had not been aggravated by the gravel pit operations. The matter was carefully studied by the Legal Department of the State Highway Commission, and the advice was that there is no basis for a claim against the State.

Mr. Hussey's property consists of five acres, which have been appraised as having a value of $250, and some small buildings of negligible value, and the over-all worth of his property is set at $350. As we would probably wish to operate in the gravel pit at some future time, we are now negotiating with Mr. Hussey to purchase his holdings to extend the State's area, if we can do so at anywhere near the appraised valuation. Mr. Hussey sets a valuation of $3,500 on his property, which appears to be out of reason.

I return the letters and pictures which Senator Wilcox handed to you.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
Encl.

1859

STATE OF OREGON
EXECUTIVE DEPARTMENT
SALEM

DOUGLAS McKAY
GOVERNOR

April 5, 1951

Mr. V. H. Kohl, Manager
Port Orford Sea Foods Company
Port Orford, Oregon

Dear Mr. Kohl:

I shall have an immediate check made of the matter referred to in your letter relative to the dusty condition of Highway 101 through the city of Port Orford during the construction period.

You will either hear from Mr. R. H. Baldock, State Highway Engineer, or from me as soon as a report is available for you.

COPY

Thank you for bringing this situation to my personal attention.

Very truly yours,

Governor

DM:AP
cc to Mr. Baldock

NOTED
W. C. WILLIAMS

PORT ORFORD SEA FOODS COMPA

Box 773, Port Orford, Ore.   Phone 312

C
O
P
Y

Gov. McKay
Salem, Ore.

Dear Sir:

I don't know what influence you may have with the State Highway Commission but the merchants of our town (Port Orford, Ore.) are fed up with the dust from the unfinished portion of the 101 Highway through our town.

All complaints made to the local (resident) engineer for the State Highway Commission reference to same has been to no avail.

We are wondering if there has been a pay-off to head off any complaints.

The contractors are not maintaining any semblance of sprinkling the highway through town. There are 4 food stores, 5 restaurants, and 4 places of business serving drinks and myself selling fish products and our places of business are on the 101 Highway.

From what I understand the contract for the finishing of the highway called for finishing last year yet the Highway authorities permitted the contractor to take his equipment away for some other job, and as a result he couldn't finish here within the specified time so was given an extension of time in which case it seems to me he should have been required to do necessary grading and sprinkling.

In this locality we are old stinking Republicans personally I'm an old Hoover man. But that shouldn't mean anything. But its things like the above that will change us to Democrats (God forbid).

It's not too much for us to expect that the highway be sprinkled when necessary. Will your office use your influence to rectify same, please.

Very truly yours,

(sgd) V. H. Kohl, Mgr.

R

RECEIVED

FOR FILING

[illegible]

[illegible]

April 4, 1951

Inter-City Sand & Gravel Company
3698 U. S. 99 South
Eugene, Oregon

Gentlemen:

We have received a letter under date of March 29th relative to the manner in which the highway through Port Orford is being maintained.

As you are aware, I properly think that you should make preparations to oil this job as that is the only manner in which we can maintain it. If you can plan to start this work some time during this month, I am of the opinion that such action would be in order.

Will you please write to me advising your intentions.

As you know, this job has been delayed for a long time and we are continually receiving letters such as the one from E. J. Lyle.

If we can only get the prime coat on the job this would be of material help.

Very truly yours,

K D Lytle
R

K. D. LYTLE
Division Engineer

kdl;g

cc: Warfield

NOTED
WARFIELD

RECEIVED
A [illegible] 1951
FOR FILING

April 3, 1951

Mr. E. J. Lyle
Port Orford
Oregon

Dear Mr. Lyle:

On March 6 our Division Engineer, Mr. K. D. Lytle of Roseburg, wrote the Inter-City Sand and Gravel Company about the condition of the street in Port Orford. We have had no information in this office of the condition of this street since that time.

We are referring a copy of your letter to Mr. Lytle in order that he may again contact the contractor if he is not carrying on the work as it should be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: L. H. Warfield
Staff Engineer

LHW:ko

cc Mr. K. D. Lytle

GENERAL MERCHANDISE
GIFTS - SUNDRIES

SPORTING GOODS
BUILDING SUPPLIES

LYLE'S
Port Orford, Oregon

March 29m 1951

State Highway Department
Salem, Oregon.

Dear Sirs:

As one of the business houses on Highway 101 in the town of Port Orford, we wish to express our strong disapproval of the manner in which the highway through town is being maintained. It has been full of holes all winter, with its attending mud, and now at the beginning of the summer tourist season it is so dusty you can't see across the street. It seems to us the least that could be done would be to put a binder coat of oil on it or at least run the sprinkler to allay the dust. The condition of the highway has resulted in a considerable loss of business during the past year, and we would certainly appreciate your expediting the finishing of the road.

Very truly yours,

LYLE'S

E J Lyle

RECEIVED
[illegible]

RECEIVED
MAR 8 - 1951
FOR FILING

March 6, 1951

8-1006

Inter-City Sand & Gravel Company
3698 U. S. 99 South
Eugene, Oregon

Attention: Sig Moe,
President

Dear Mr. Moe:

We have had many complaints regarding the condition of the street in Port Orford and we wish that you would make more of an effort to keep this as smooth as possible.

Bob Pickett, Port Orford, has recently written to the Salem Office regarding this and suggests that we penalize you for your failure to complete this job within the time limit set in the contract. Of course, we cannot do this now that we have already extended your time but we think you should make more of an effort to complete the job and to keep it properly bladed.

Will you please give me an answer to this letter so that I can advise the Resident Engineer of the plans you have for keeping this road in better shape.

Very truly yours,

NOTED
W. C WILLIAMS

K. D. Lytle
K. D. LYTLE
Division Engineer

kdl;g

cc: Smith
Williams ✓
Baker

RECEIVED

RECEIVED
FOR FILING

8 [illegible]

3300

March 5, 1951

Mr. Bob Pickett
Post Office Box 187
Port Orford, Oregon

Dear Sir:

In the matter of the condition of streets in Port Orford during the present construction project, please be advised that I am forwarding a copy of your letter to our Division Engineer at Roseburg, who is in charge of this work, with the request that he investigate conditions and make arrangements with the contractor to keep the streets as smooth as is possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. K. D. Lytle

Port Orford, Oregon
February 21, 1951

R. L. Baldock
Highway Department
Salem, Oregon.

NOTED
W. C. WILLIAMS

Dear Sir,

With tires being hard to get along with higher prices plus wear and tear on a car, is there any good reason why the paving in Port Orford should not be kept as smooth as possible until it is finished?

There was ample time for this job to have been finished after they started last year, and we who have to take wear and tear on our cars can see no reason why the Inter-City contractor, should not be penalize for failure to finish the contract on time? for we are having repairs on our cars because of the condition of the road.

Sincerely
Bob Pickett
P.O. Box 187
Port Orford Oregon

RECEIVED
3 - 1951
FOR FILING
8-10-2
2500

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Jan. 3, 1951

Cross Referenced To:
Court
[illegible]

SUBJECT: Young Complaint
Port Orford

To:

W. C. Williams
Ass't. Chief Engineer

NOTED
W. C. WILLIAMS

Dear Sir:

Upon my return this morning, I found your note of December 29th regarding assignment #2263 which was sent to me on 10/23/50. This concerned the sidewalk in front of the bank at Port Orford.

I thought I had answered your letter but evidently did not. At any rate we agreed with Mr. Young and I instructed George Baker, Resident Engineer, on October 26th to rebuild the walk at our expense. I cannot say definitely as to whether or not the work has been completed but at any rate Mr. Young has been contacted regarding the matter and if not completed we will do so.

I am very sorry I delayed answering your letter. I am returning your assignment and correspondence.

Very truly yours,

K. D. Lytle
K. D. LYTLE
Division Engineer

kdl;g

enc

RECEIVED

RECEIVED
JAN 5 - 1951
FOR FILING

8-1 [illegible]

January 2, 1951

Mr. Joseph E. Kampa, Clerk
School District No. 1-C
Port Orford, Oregon

Dear Sir:

This will acknowledge your letter dated December 29, relative to the surfacing of the play area of the grade school grounds in Port Orford. The reconstruction of the highway through Port Orford is under contract to the Inter-City Sand and Gravel Company of Eugene, Oregon. They, no doubt, will prosecute the construction of that and oiling can be performed during the favorable summer season. Therefore, I would suggest that you contact the Company or its representatives for a joint inspection of the work that you desire, which I feel sure the Company will be glad to perform along with its other work.

As the above work is not mentioned in our contract with the Company, it would be necessary for you to deal direct with the Company.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Assistant State Highway Engineer

WWS:er

ECEIVED

Port Orford Contractor. is InterCity Sand and Gravel Co of Eugene.

Surfacing is Penetration oil type O-11. Would not be good for play yard.

JAN 2 1951

Sincerely,

PORT ORFORD ~~HIGH~~ SCHOOL
~~U.H. DISTRICT~~ NO. ~~1~~ C
PORT ORFORD, OREGON

December 29, 1950.

State Highway Department
Salem, Oregon

Dear Sir:

We are contemplating surfacing a part of the play area of the grade school grounds this coming year. Since the highway through Port Orford is also to be surfaced, the board wanted me as clerk to explore the possibility of having our work done at the same time. As I do not know whether the work will be done by the State or let to a private contractor. What are the possibilities of the states' giving us some word about the possibility of our having it done?

Sincerely,
[illegible] E. [illegible]
Clerk, Dist #1 C.

RECEIVED
JAN 3 1951
OREGON
STATE HIGHWAY COMMISSION

[illegible]
W. [illegible]

ASSIGNMENT

Date: October 23, 1950

No. 2163

By

Description: Letter of October 19 by C. H. Young, copy of Mr. Devers' reply of Oct. 20, Mr. Devers letter to me of Oct. 20; all re sidewalk in front of bank building at Port Orford

Acknowledged by _____ Referred to K. D. Lytle

Investigate and report with recommendation
xx Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________________ signature

Assignment executed 1-3-51 Report received ______

Remarks: Please return entire file.

WCW

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-90 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Attached is the letter from Mr. Young concerning the sidewalk in front of the bank building at Port Orford. This is the matter I discussed briefly with you this morning.

I have acknowledged this letter and I attach a copy of my acknowledgement, and you will note that I have advised Mr. Young that you will give this matter your personal attention.

Yours very truly,

J M Devers
J. M. DEVERS

JMD:jk
Attachs.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

October 20, 1950

Mr. C. H. Young
Vice-President
Curry County Bank
Gold Beach, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Young:

I acknowledge your letter of the 19th in which you discuss the matter of the sidewalk in front of the bank in Port Orford. I wish to advise that I just now discussed this subject with Mr. Williams, the Commission's First Assistant Highway Engineer who is familiar with the subject, and he will give the matter his attention and will write you direct.

Yours very truly,

J. M. DEVERS

JMD:jk

C
O
P
Y

Curry County Bank

Capital and Surplus, $100,000.00

Gold Beach, Oregon
October 19, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. J.M. Devers, Chief Counsel

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Devers:

In connection with the street project in the City of Port Orford, the sidewalk in front of the bank building was suppose to be on a grade and was suppose to be left intact. After the work progressed, we found that the sidewalk was too high above the curb level and we agreed to cutting out about one-third next to the curb and sloping it to the curb level at the expense of the state. However, it now appears that the contractor has completly wrecked the walk and your local engineer, Mr. Baker, has advised our Manager at Port Orford that the State will replace same.

The work has not been done to this time and we would like to have a letter from you or whoever is in authority stating that the walk will be replaced so we will be assured of no further difficulties.

Thanking you, I remain

Very truly yours,

[illegible]/bjb

[illegible]. Young, Vice-President

RECEIVED
APR [illegible] 1950
FOR FILING

S-1006

2300

Salem, Oregon
April 13, 1950

Resolution re closing of
streets in Port Orford.

Mr. E. A. Collier
Maintenance Engineer

Herewith two copies of a resolution adopted by the Highway Commission on March 21, 1950, ordering the closure and deadending of three streets in the city of Port Orford at their intersection with the Oregon Coast Highway.

The original of this resolution has been retained in the Commission's files and a certified copy has been forwarded to the City Recorder of Port Orford.

L. H. Warfield
Staff Engineer

LHW:bl
Enclosures 2

cc/one attach: Mr. J. W. Cattrall
Mr. Forrest Cooper
cc: Mr. S. H. Probert

RECEIVED
APR 13 1950
FOR FILING

8 1066

[illegible]

April 12, 1950

Pat B. Miller, City Recorder
Port Orford,
Oregon

Dear Mr. Miller:

I am enclosing, as instructed in said resolution, a certified copy of a resolution adopted by the State Highway Commission on March 21, 1950, ordering the closure and dead-ending of three City of Port Orford streets at their intersection with the Oregon Coast Highway.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

Enc.

RECEIVED
APR 10 1950
FOR FILING

8-1006

3300

April 10, 1950

Inter City Sand & Gravel Co.,Inc.
3698 South 99
Eugene, Oregon

Gentlemen:

We are sending you herewith, for your records and files, a fully executed copy of contract No. 3300 which was awarded to you on March 21, 1950 by the State Highway Commission, for grading and surfacing on the Port Orford Section of the Oregon Coast Highway in Curry County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

RECEIVED
MAR 29 1950
FOR FILING

8-1006

3300

Salem, Oregon
March 29, 1950

Agreement with City of
Port Orford re improvement of Oregon Coast
Highway.

Mr. J. W. Cattrall
Mr. K. D. Lytle
Mr. S. H. Probert

Attached hereto is one unexecuted copy of an agreement with the City of Port Orford with respect to amending a previous agreement dated June 14, 1949, relative to closure of certain streets in connection with improvement of Oregon Coast Highway through city.

The original of this agreement has been retained for the Commission's files and one fully executed copy has been sent to the City Council of Port Orford.

L. H. Warfield
Staff Engineer

LHW:bl
Attach

RECEIVED
APR
FOR FILING

8-1002

3700

March 28, 1950

Port Orford City Council
City Hall
Port Orford, Oregon

Gentlemen:

We are enclosing herewith for your records and files a fully executed copy of an agreement between the State of Oregon, by and through its State Highway Commission, and the City of Port Orford with respect to amending a previous agreement dated June 14, 1949, relative to closure of certain streets in connection with improvement of Oregon Coast Highway through the city.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

RECEIVED
MAR 24 1950
FOR FILING

8-1006

330[illegible]

March 24, 1950

Inter-City Sand & Gravel Co.
3698 South 99th
Eugene, Oregon

Gentlemen:

The State Highway Commission on March 21, 1950 awarded you the contract for the Port Orford Section of the Oregon Coast Highway in Curry County. This award was based on your low bid of $77,310.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

RECEIVED
MAR 15 1950
FOR FILING

Salem, Oregon
March 14, 1950

Mr. J. M. Devers

I hand you herewith Ordinances Nos. 130 and 131, which have been adopted by the City of Port Orford, authorizing the State Highway Commission to deadend certain streets in Port Orford and provide parallel parking. These ordinances are to validate the agreement recently entered into between the State Highway Commission and the City of Port Orford.

Are these ordinances sufficient within themselves, or will it be necessary for the Highway Commission to pass companion resolutions. If companion resolutions are necessary, will you please have such prepared and secure adoption by the Highway Commission.

W. C. Williams

WCW:me

Encl.

RECEIVED
MAR 14 1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 13, 1950
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
OFFICE

NOTED
W. C. WILLIAMS

Enclosed are five copies of a supplemental agreement with the City of Port Orford revising the terms of the agreement with that city dated June 14, 1949.

These agreements have been executed by the proper city officials and are now ready for presentation to the Commission.

Also enclosed are copies of Port Orford City Ordinances No. 130 and 131. Your attention is called to Section 1 of Ordinance No. 130 which states "That the State Highway Commission be, and it hereby is authorized to close the following named streets in the City of Port Orford at the point of their respective intersections with the Oregon Coast Highway upon completion of the project referred to in the preamble hereof......". From this, it would seem some form of resolution should be adopted by the Highway Commission to complete the street closure.

John W. Cattrall
Engineer, County and City Relations

John F. Hagemann
By; John F. Hagemann
Field Engineer

JFH:MM
Encl.

RECEIVED
[illegible]
FOR FILING

[illegible]

[illegible]

44

Salem, Oregon
February 14, 1950

Mr. John W. Cattrall

The Highway Commission has approved modification of agreement with the City of Port Orford, wherein the City will be required to effect closure of the following streets only:

7th Street, both sides
15th Street, east side only
17th Street, east side only

As soon as the necessary closures have been effected and all rights of way acquired we will call for bids on the project. Please follow up and keep me advised.

W. C. Williams

WCW:me

RECEIVED
JAN 30 1950
FOR FILING

January 27, 1950

Oregon State Highway Commission

Gentlemen:

At the December meeting you considered a request from the City of Port Orford that the agreement between the State and the City be modified to eliminate the necessity of the City's closing certain streets. The agreement originally specified that the following streets be closed:

Seventh Street, both sides
Fifteenth Street, both sides
Sixteenth Street, west side only
Seventeenth Street, both sides
Eighteenth Street, both sides

The City advises that it is unable to obtain waivers for the closing of some of these streets but will be able to effect the following closures:

Seventh Street, both sides
Fifteenth Street, east side only
Seventeenth Street, east side only

You took no action on the City's request, but instructed me to make a further investigation and report to you at the next meeting. I have carefully reviewed this matter, and it is my considered opinion that the nonclosure of Fifteenth and Seventeenth streets on the west side, and Sixteenth and Eighteenth Streets on both sides, will create no particular hazard or congestion to traffic. These streets were not open at the time the survey was made, and it was thought that arrangements might be made so that they never would be opened. Certainly, if they had been open at that time, we would not have requested their closure.

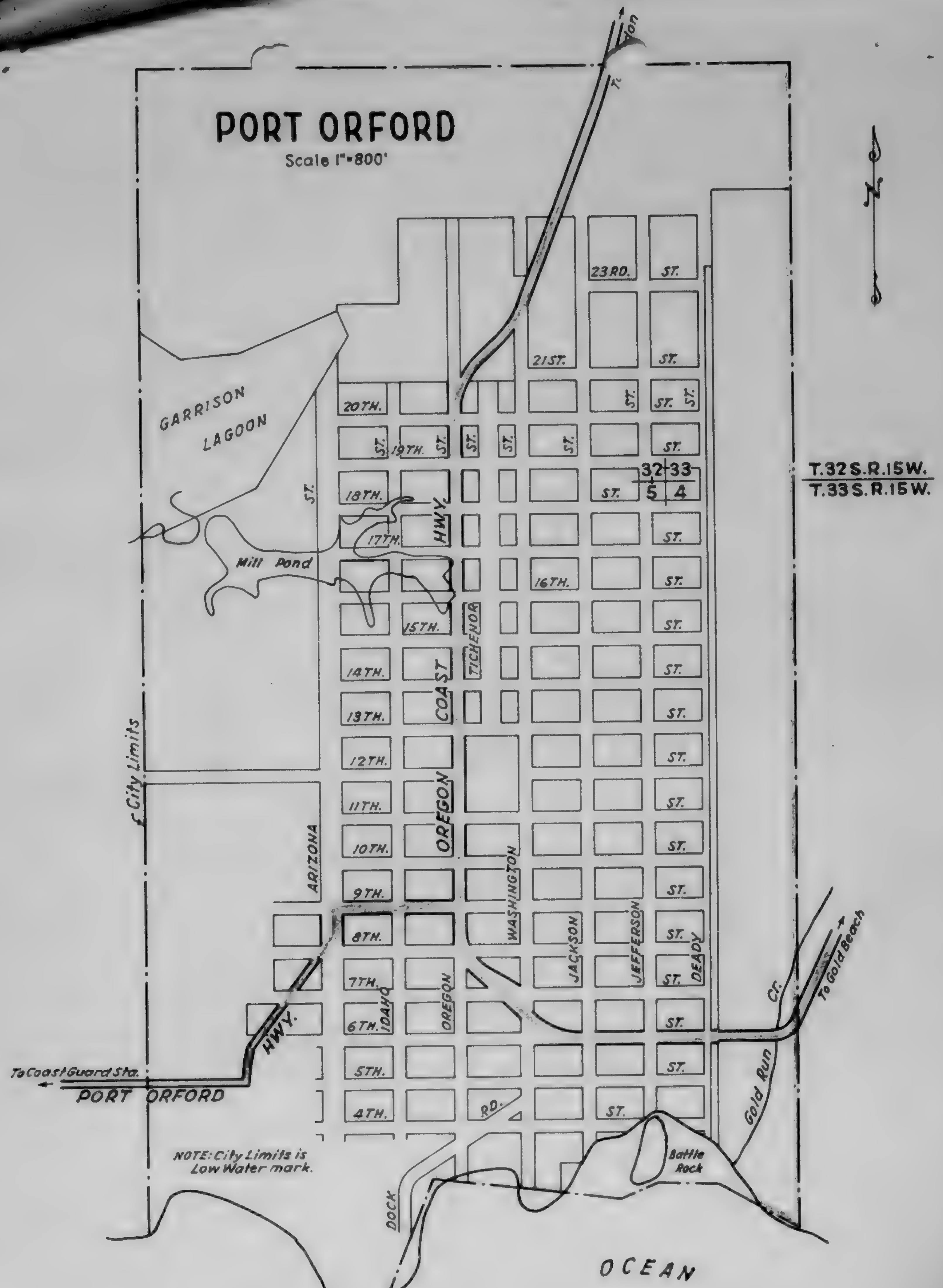
The City has acted in good faith in attempting to close the streets and has succeeded in closing Seventh Street, which did create somewhat of a hazard, and has succeeded in closing Fifteenth Street and Seventeenth Street on the east side. The City has acted in good faith but is unable to close the other streets, and I recommend that the agreement be modified so that we may call for bids on the project at the next meeting of the Commission. Plans for the improvement have been ready for many months, and only the matter of street closures has been holding up the project.

This matter will be on the agenda for your consideration at the next meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. J. M. Devers
Mr. W. C. Williams
Mr. H. G. Smith


PORT ORFORD
Scale 1"=800'
T.32S.R.15W.
T.33S.R.15W.
32
33
5
4
GARRISON LAGOON
Mill Pond
City Limits
23RD. ST.
21ST. ST.
20TH.
19TH. ST.
18TH. ST.
17TH.
16TH. ST.
15TH. ST.
14TH. ST.
13TH. ST.
12TH. ST.
11TH. ST.
10TH. ST.
9TH. ST.
8TH. ST.
7TH. ST.
6TH. ST.
5TH. ST.
4TH. ST.
ST.
OREGON COAST HWY.
TICHENOR ST.
WASHINGTON
JACKSON
JEFFERSON
DEADY
ARIZONA
IDAHO
OREGON
HWY.
RD.
To Coast Guard Sta.
PORT ORFORD
NOTE: City Limits is Low Water mark.
DOCK
Battle Rock
Gold Run Cr.
To Gold Beach
OCEAN
PACIFIC

4

RECEIVED
FOR FILING

8-1006

33 [illegible]

December 2, 1949

Oregon State Highway Commission

Gentlemen:

The City Council of Port Orford has advised that it is unable to secure waivers for the dead-ending of certain streets specified in the agreement executed between the State Highway Commission and the City of Port Orford. The agreement specified the closure of the following streets:

Seventh Street, both sides
Fifteenth Street, both sides
Sixteenth Street, west side only
Seventeenth Street, both sides
Eighteenth Street, both sides

The City now advises that it is unable to obtain waivers for the dead-ending of the following streets:

Fifteenth Street, west side only
Sixteenth Street, west side only
Seventeenth Street, west side only
Eighteenth Street, both sides

The City requests that the agreement be amended to eliminate the necessity of dead-ending the above-described streets. It has been working for many months on this matter, and apparently it will not be able to obtain waivers for closing the streets, as it has no legal manner of so doing. Some property owners who refuse to sign the waivers are thereby blocking the entire project.

It appears that, if we are to proceed with the improvement of the Coast Highway through Port Orford, it will be necessary to amend the agreement, otherwise we may as well withdraw the project. We have plans ready for calling for bids on this project and would have called bids on December 19-20 if the City had cleared the project. As it is, we can advertise the job for the February meeting if the agreement with the City is amended, as it requests.

This matter will be on the agenda of the special meeting on December 5, if time permits.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me
cc Mr. W. C. Williams
Mr. John W. Cattrall
Mr. H. G. Smith

FORM E-123 15M 8-49

COMMISSIONERS

T. H. BANFIELD, CHAIRMAN
PORTLAND

BEN. R. CHANDLER, MEMBER
COOS BAY

CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER

J. M. DEVERS
CHIEF COUNSEL

H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

Nov. 14, 1949

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams:

Attached, is a copy of a letter I received today from Mr. Buffington concerning property owned by the Bank at Port Orford, which property is involved in our right of way negotiations.

After you have read Mr. Buffington's letter, will you please call me so that I can get from you the information necessary to answer Mr. Buffington.

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:FRC

RECEIVED
DEC 30 [illegible]
FOR FILING

8-1006
3500

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 14, 1949

SUBJECT: Street Closures
Port Orford

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Mr. Williams:

Pursuant to our discussion this morning regarding the matter of street closures in Port Orford I am handing to you herewith a copy of a letter from Right of Way Supervisor, Don Norlin.

It is my understanding that you will take the necessary steps to present this matter to the Highway Commission at their next meeting.

Very truly yours,

J. M. DEVERS

By Forrest Cooper m.a.

FORREST COOPER
Right of Way Engineer

FC:/MA

Encl.

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 10, 1949

SUBJECT: Street Closures
Port Orford, Oregon

To:

Mr. Forrest Cooper
Right of Way Engineer

OFFICE

COPY

Dear Mr. Cooper:

Mr. Johnson, mayor of Port Orford, called me long distance this morning to inquire as to what action had been taken by the Commission in regard to street closures on the Port Orford Project.

Mr. Lytle and Mr. H. G. Smith were of the opinion, when I talked to them down here, that some adjustment could be made in the agreement with the City of Port Orford in which they agreed to a closure of several streets and which they now wish to leave open. H. G. Smith should have the word on this if you are not familiar with it.

It is the opinion of Mr. Johnson that their dealings for right of way could be very quickly terminated if they did not have this closure to battle about with our dear friend, Mr. Buffington.

I would appreciate an early reply from either you or Mr. H. G. Smith so that I can properly inform the Port Orford City Council.

Very truly yours,

(Sgd)

Don Norlin
Right of Way Supervisor

DN:at

COPY

PAT B. MILLER
Recorder

M. A. WAHL
Treasurer

EUGENE L. WHITE
Marshal and Water Supt.

CITY OF PORT ORFORD, OREGON

Douglas Johnson
Mayor

Board of Aldermen
N. B. Marsh
Owen Russell
W. H. Kerber
C. A. Long
Charles L. Fitzhugh
Marion R. Wilson

November 8, 1949.

JOHN W. CATTRALL,
Acting Engineer,
County and City Relations,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
W. C. WILLIAMS

COPY

Dear Sir:

In connection with the Right-of-Way project in the City of Port Orford this letter is written.

At a regular meeting of the City Council this week, it was resolved to ask the Highway Commission for an amendment to the right of way agreement, that would release the City of Port Orford from the obligation of acquiring waivers for the "dead-ending" of the following listed streets, by placing gutter-strips across the openings concerned. These are streets that we have been unable to obtain the waivers on, and the gutter-strip plan was suggested by our local Engineer, George C. Baker.

15th Street	West Side only
16th Street	West Side only
17th Street	West Side only
18th Street	Both sides.

If it is possible to give us this amendment we feel sure that all the remaining right-of-way instruments will be completed in a very few days.

Hoping to have an early answer from you on this problem, We remain,

Very truly yours,
/s/ Pat B. Miller
PAt. B. Miller,
Recorder,

for; The City Council.

COPY

RECEIVED
NOV 28 1949
FOR FILING

Collier H. Buffington
David C. Shaw

Frederic H. Starkweather, Jr.

[illegible]

33 [illegible]

Law Offices of
Buffington and Shaw
Gold Beach, Oregon

November 5, 1949

COPY

Mr. John C. Cattrall
County-City Relations Engineer
Salem, Oregon

Dear Mr. Cattrall:

As attorney for Curry County Bank, I have had some discussions recently with officials of the City of Port Orford concerning the proposal to deadend Seventh Street at its point of intersection with the Oregon Coast Highway in front of the Curry County Bank lot at Port Orford.

The papers which were prepared by your office for submission to the bank have seemingly been mislaid and I, therefore, have no way of determining the exact details of the proposal but from conversation with N. B. Marsh and others, I think I know about what is proposed.

The bank wants to go along and do anything in reason that will facilitate the improvement that is proposed but we are very dubious about blocking off our access from the greater portion of the bank's lot to the highway and it seems that we should find some better way to accomplish your purposes and yet preserve the value of the bank's property. I think it is quite apparent that the proposed blockade of access to the highway would seriously impair the value of the bank's lot.

It occurs to me that perhaps you could come down here and discuss this matter with Mr. Young and the writer, or either one of us, at some time that would be convenient for you. If you can do this, I believe we could work out something that would be mutually satisfactory.

Our next regular directors' meeting will be held on the 9th of this month. I don't suppose it would be possible for you to be down here at that time.

COPY

Yours very truly,

(sgd.) Collier H. Buffington

NOTE
W. C. WILLIAM

CHB:T
cc: Mr. N. B. Marsh
Mr. Pat Miller

RECEIVED
NOV 25 1949
FOR FILING

Law Offices of
Buffington and Shaw
Gold Beach, Oregon

November 3, 1949

[illegible]
W. C. WILLIAMS

Oregon State Highway Department
Salem, Oregon

Gentlemen:

Members of the City Council of the City of Port Orford have recently made certain proposals to Curry County Bank of this city with reference to the street and highway adjacent to the Port Orford branch of Curry County Bank.

As I understand it, it was proposed that Seventh Street be blocked at its intersection with the highway so that there would be a deadend of Seventh Street extending from Washington Street to the intersection with the highway.

This suggestion does not seem very feasible because it would deprive the bank's lot of any direct access to the Oregon Coast Highway over the greater part of its frontage and this would appear to result in a very serious impairment of the value of the lot.

This matter was considered once before and at that time the proposal was that this extension of Seventh Street, between Washington Street and the highway, be vacated. The bank was willing that this be done upon condition that the vacated portion of Seventh Street revert to the bank, and that the area in question be quitclaimed to the bank. In other words, the bank did not want any portion of the vacated street to erect a structure between the bank's lot and the highway. This proposal by the bank with reference to the vacation seemed to be acceptable to all persons concerned at the time, and perhaps it would still be acceptable.

I do not know just what person it is in your organization who has direct charge of this matter, but no doubt you will know. I shall be appreciative if you will refer this letter to him and ask him to get in touch with me at once. The bank wants to do everything possible to expedite the construction of the proposed improvement just as long as it will not substantially impair the value of the bank's property.

Yours very truly,

(Sgd.) Collier H. Buffington

CHB:L

12-8308 Canyon Creek Summit-Soda 1950
Mountain Section of the John Day-
3301 Burns Highway

RECEIVED
FEB 2? 1956
FOR FILING

Files

OREGON STATE HIGHWAY DEPARTMENT
(date)
February 23, 1956

(CONTRACT NO.) 12-8308	(EST. NO.)		(CONTRACTOR)
3301 3301	11-Final		J. A. Struss
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3080	R-143885	$ 437.44	2/2356

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

Ruth Rawlings
ACCOUNTING DIVISION

Specified completion Date: July 31, 1950

Time Extensions: to Sept. 1, 1951

Completion Date: Aug. 15, 1951

Date Accepted: Oct. 28, 1954

Penalties: An extension of time penalty was assessed

Claims: None of record

Remarks:

Date: 2-24-56

To the Accounting Division:

Release of the above warrant is hereby authorized

H. B. Glaisyer
Secretary

Warrant Mailed:

Ruth Rawlings

NOTED ON CARD

RECEIVED
MAY 23 1955
FOR FILING

FORM E-30X 37½ 3-54 73730
13 - 8303
1

[illegible]
B.

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 16, 1955

SUBJECT: J. A. Struss
Canyon Creek Summit-Soda Mountain
Rock Production
Contract 3301
John Day-Burns Highway
Grant County

To: Mr. C. W. Enfield
Chief Counsel

McAdams handed me a letter dated May 9, 1955 from J. A. Struss which refers to the old controversy re a contract project (3301) for the crushing of some maintenance material on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway.

I believe a review of this matter would make it more understandable.

On the 21st day of March 1950, the Highway Department entered into a contract with J. A. Struss, an individual, of Redmond, Oregon, for the production of 7800 cubic yards of various sizes of crushed rock in stockpiles. The estimated contract price was $20,046 on a bid price of $2.57 per cubic yard for all grades of material, including haul, in stockpiles. An acceptable source of rock was listed in the contract as being obtainable from a quarry located at Mile Point 28.9 on the John Day-Burns Highway in Grant County. The location of this material source was based on field specifications, which subsequently proved to be in error as someone had transcribed, and the source should have been listed as 29.8.

The date for completion of the contract was given as July 31, 1950. The contractor started operations on May 12, 1950 and subsequently requested an extension of time to January 1, 1951 which was granted subject to an engineering penalty. At the January 23-24 meeting of the Highway Commission in 1951, they considered an additional extension of time to June 1, 1951, also with penalty. At the July 16-17 meeting in 1951, the further extension was considered and granted, also with engineering penalty, to September 1, 1951. The project was finally completed on August 15, 1951. Engineering penalty of $784.88 was assessed.

Mr. Struss did not remove his crushing equipment from the crusher site nor did he clean up the site, which matter was the subject of a long and continuing hassle with Mr. Struss, and on August 18, 1954 Division Engineer Parson noted in a letter to this office that the mechanical equipment had been moved but considerable logs and debris had been left. This was subsequently cleaned up by State forces at a cost of $227.12, which was also charged against Mr. Struss's contract.

Referring to the matter of the mixup on the quarry, this was the subject of a letter dated February 8, 1952 from H. G. Smith to E. F. Chidsey which says, in effect, that Struss had been in and complained that due to the mixup he was compelled to lease some property at Mile Point 28.9 for a 10 year period for quarry operation. Chidsey's reply to this states as follows:

> "It is true that in the contract the quarry was designated at M.P. 28.9. The quarry was actually located at M.P. 29.8. Mr. Struss was advised of this error after the contract was let and he was also advised that the haul adjustment on the contract would reimburse him for the additional haul.
>
> Mr. Struss elected to obtain a talus slide for his quarry by lease in order that he might have the privilege of selling the rejects and additional crushed material commercially. By using a talus slide he was relieved of the responsibility of drilling and shooting. The talus slide leased was at M.P. 28.9.
>
> The lease was obtained from John and Josephine Southworth of Seneca. The lease agreement called for a five-year renewable lease at $300.00 cash payment, in addition to which he was to furnish Mr. Southworth with 200 cubic yards of reject material, to be delivered to Mr. Southworth's ranch. Mr. Southworth advises that, as of this date, he has received no payment for the lease from Mr. Struss and that Mr. Struss delivered him approximately 50 cubic yards of reject. Mr. Southworth also advises that he is cancelling the lease due to non-payment and would not renew under any consideration.
>
> Had Mr. Struss elected to use the State quarry he would have been entitled to a haul adjustment of approximately $750.00. The State would have gained in the amount of the rejects occuring from his operation.
>
> By leasing his own material site Mr. Struss in no way increased his operation. He gained by selling his by-products and additional crushed rock commercially, and was saved the cost of drilling and shooting a quarry.
>
> The State was damaged to the extent of losing the use of the rejects and by-products from the operation, and due to the overrun in time of 12½ months the State was damaged in an undetermined amount."

To further clarify this matter, I quote from a letter dated April 22, 1952 from H. G. Smith to W. C. Williams:

> "Mr. Chidsey advises that the signs pointing out the quarry were in the correct places, and that Struss did not learn of the typographical error in the specifications until long after he had bid the job and negotiated for the talus slide. The property owner from whom Struss leased the talus quarry advises that he has never been paid except a few yards of rejects, but that he is willing to cancel Struss's obligation if he will get his equipment off his property immediately."

From the above, it would appear that the typographical error had no effect upon the method or timing of prosecuting the job, and it would be my recommendation that we make no concessions and that payment be made in accordance with Probert's final job records, penalty and clean up to be assessed against Struss.

By the long arm of coincidence, we are, at the moment, in the throes of attempting to acquire some right of way from Mr. Struss on the Deschutes River Section of the McKenzie Highway. I have no doubt that Mr. Struss will attempt to collect some of the money that he feels the State owes him by the sale of generally low value desert land to us for a fancy figure, and I am sending a copy of this letter to Porter so that he will be informed of the events leading up to the tragedy.

I am personally acquainted with Struss and also know that for years he has been irked by the easement which we hold across his lands which allow access to the Cline Falls Park located about ¼ of a mile upstream from the McKenzie Highway. It is probable that he will wish to horse trade us out of the park and easement.

Forrest Cooper
Ass't. Construction Engineer

FC:jv

cc: W. C. Williams
R. L. Porter

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FOR FILING

3301

3301

4313

OREGON STATE HIGHWAY DEPARTMENT
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 26, 1953

NOTED
W. C. WILLIAMS

SUBJECT:

To:

Mr. C. W. Enfield
Chief Counsel
Office

RECEIVED
JUN 26 1953

Dear Sir:

Several years ago Mr. J. A. Struss, Star Route, Redmond, Oregon, crushed some material for the Highway Department on the Canyon Creek Summit-Soda Mt. Section of the John Day-Burns Highway.

This job was completed on August 15, 1951. When the job was completed, Mr. Struss left his rock crushing equipment on State property and, I am informed, the plant has not yet been moved. On November 21, 1951 Mr. Williams wrote a letter to Mr. Struss and asked him to remove the equipment. There appears to be no answer to this letter. The Office Engineer is holding a sum of $608.11 that is still due Mr. Struss under the contract (3301) until such time as the equipment is removed from State right of way.

Will you please give Mr. Struss the letter and see if you can get any results.

Very truly yours,

H. G. Smith
Construction Engineer

By Forrest Cooper
Forrest Cooper
Ass't. Construction Engineer

FC:js

cc W. C. Williams
S. H. Probert

No. 4315
By

June 24, 1953

ASSIGNMENT

Description: Memo from Mr. D.B.Parkes to Mr. Claude Mahan, 6-12-53, and Mr.Mahan's reply, 6-18-53, re status of J.A. Struss' equipment, Contract No. 3301, Canyon Creek Summit-Soda Mt. Rock Prod. Project.

Acknowledged by _____ Referred to Mr. H. G. Smith

Investigate and report with recommendation
XXX Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS

Assignment executed 6-26-53 Report received ________

Remarks: Plant should be removed from R/W
Referred to Enfield for Action
6/25/53
Coop.

Williams ✓

We have been withholding final payment on this job about 18 months for pending removal of plant.

Should not the Division Engineer or someone be instructed to take steps to force removal.

To Mr. Claude Mahan DATE June 12, 1953

We have not received Third Notification on Contract No. 3301, Canyon Creek Summit-Soda Mountain Rock Production Project, J.A. Struss, Contractor. With your notice of completion date you noted that Mr. Struss wished to leave his set-up intact, hoping for commercial work, but that his plant was a hazard, being too close to the pavement for safe operation.

Will you please advise us as to the status of Mr. Struss's equipment. Is it still on State property? If so, how much of a traffic hazard? We will appreciate a report.

S. H. Probert
SIGNED by D B Parkes

PLEASE REPLY HERE

To D. B. Parkes DATE June 18, 1953

The hazard has been removed, however his plant is still intact with most of it on the R/W. It is too close to the road for safe operation and I do not believe we should grant permission to operate it as a commercial plant.

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

SIGNED

NOTE - INDIVIDUAL ORIGINATING CONFIRMEMO RETAINS YELLOW COPY, FORWARDING FIRST AND TRIPLICATE INTACT WITH CARBONS, ADDRESSEE REPLIES, EXTRACTS CARBON; RETAINS TRIPLICATE, RETURNING FIRST PART TO ORIGINATOR OF CONFIRMEMO.

FORM NO. 220

RECEIVED
APR 30 1952
FOR FILING

Salem, Oregon
April 25, 1952

Mr. H. G. Smith

In the matter of remitting engineering penalty to J. A. Struss, I concur in your recommendation that such penalty should not be remitted. There is no reason to tie the engineering penalty in with the alternate quarry that he used. If he has ~~no~~ just claim relative to the quarry itself, it should be a matter entirely apart from the engineering penalty. As you analyze the situation, I can see no justification for additional payment by reason of the alternate quarry that he used.

Inasmuch as Mr. Struss discussed this matter directly with you, I suggest you write him, advising that waiver of his engineering penalty cannot be recommended to the Highway Commission.

W. C. Williams

WCW:me

FORM E-30 25M 1-52 55419

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 22nd, 1952

SUBJECT:

To: Mr. W. C. Williams
Ass't. State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Some time ago Mr. J. A. Struss called with the request that we remit his engineering penalty on the Canyon Creek Summit-Soda Mt. Section of the John Day-Burns Highway as an offset to the additional expense which he was put to because of our error in the specifications which designated the quarry at M.P. 28.90 instead of 29.80. He stated that inasmuch as he bid on a talus slide at M.P. 28.90 and could not afford to operate a hard rock quarry, he was compelled to lease the talus slide for a period of ten years. He stated that if he had operated the quarry whichwe owned, it would have made a considerably longer haul to all stockpiles contemplated in the specifications, and he would have been compelled to request an adjustment in haul. He feels he saved us sufficient money by leasing the talus quarry to justify asking for the remittance of his engineering penalty.

Mr. Chidsey advises that the signs pointing out the quarry were in the correct places, and that Struss did not learn of the typographical error in the specifications until long after he had bid the job and negotiated for the talus slide. The property owner from whom Struss leased the talus quarry advises that he has never been paid except a few yards of rejects, but that he is willing to cancel Struss's obligation if he will get his equipment off his property immediately.

I had suggested to Chidsey that the matter could be cleaned up by our assuming Struss's liability to the property owner by taking over his lease, but, since the property owner is willing to forget the payment and we have no particular need for leasing the talus slide, I recommend that Struss be advised we see no reason to remit his engineering penalty, as he was aware of the location of the quarry from signs posted along the road and was not confused by the mile point called for in the proposal.

We should also insist that he remove his equipment from the site immediately, as the property owner advises that some timber insurance organization will not insure his timber as long as Struss's equipment is on his property, since they feel that the oil-saturated utinsels and equipment add materially to the fire hazard.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

RECEIVED
APR 23 1952
OFFICE OF
STATE HIGHWAY ENGINEER

RECEIVED
FOR FILING

12-8308

33-1

December 26, 1951

W. Talbot Sinclair, Manager
U. S. Fidelity & Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Dear Mr. Sinclair:

State Highway Contract No. 3301 on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County was completed by the contractor, J. A. Struss, on August 16, 1951 but has not as yet been accepted by the Commission.

Final payment in the amount of $650.94 will be released to the contractor on or after January 7, 1952. The total contract amount is $20,313.08, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

shr

cc Huggins Insurance Agency
373 North Church Street
Salem, Oregon

[illegible]

12-2[illegible]

RECEIVED
NOV 27 1951
FOR FILING

November 21, 1951

Mr. J. A. Struss
Star Route
Redmond, Oregon

Dear Sir:

Reference is made to your Contract No. 3301, for rock production on the Canyon Creek Summit - Soda Mountain Section of the John Day-Burns Highway.

Our records indicate that this contract was completed August 15th, 1951, and that although your plant was set up in a quarry acquired or leased by you, part of your equipment is encroaching on the highway right of way in such a manner as to make it impossible for us to properly take care of snow removal in that vicinity.

Will you please arrange to immediately remove any of your equipment which remains upon the highway right of way. The semi-final estimate on this project is being held pending the removal of this equipment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

WCW:EAP:sh

cc H. G. Smith
S. H. Probert
E. F. Chidsey

RECEIVED
OCT [illegible] 1951
FOR FILING

12 [illegible]
3301

October 5, 1951

United States Fidelity & Guaranty Co.
W. Talbot Sinclair, Manager
1112 Cascade Building
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to make semi-final payment to J. A. Struss on contract No. 3301, for rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County.

This payment, in the amount of $2,147.59, will be released to the contractor on or after October 15, 1951. The retained percentage is $608.11.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

NOTED ON CARD
12-5-51

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 25, 1951

Section Canyon Creek Summit - Soda Mt.
Kind of work Rock Production

Highway John Day - Burns
Section prefix I2-8308

Contractor J. A. Struss
Contract number 3201

Date of contract March I2, 1950
Date of completion July 3I, 1950

Date work started May I2, 1950
Estimated date of completion , 19

Amount of contract . . . . $ 20,046.00
Per cent of time elapsed Elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $ 2I,I93

Per cent of contract completed, based on total contract price . . . . 104 %

Engineering cost to date $ 1458 , 7.27 %
Date project was completed August I5, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The estimate was completed and mailed to the Division office Friday.

This is the final report.

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

RECEIVED
AUG 27 1951
[illegible]
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

Signed Claude Mahan

Address John Day, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			8093.5 Cy.		
Estimated quantities moved or placed to date			8093.5 Cy.		
Average daily quantities					
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Showers		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 41608

RECEIVED
AUG 2 1951
FOR FILING

12 - 8369

33-1

August 1, 1951

Mr. J. A. Struss
Star Route
Redmond, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 92 days, from June 1 to September 1, 1951, within which to complete your contract No. 3301 covering rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County.

The Highway Commission granted your request for an extension of time from June 1 to September 1, 1951 with the provision that engineering costs be assessed from July 31, 1950 to the date of contract completion as penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the time limit specified.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

Claude Mahan,
Resident Engineer

H. G. Smith,
Construction Engineer

D ON CARD

RECEIVED
JUL [illegible] 1951
FOR FILING

12 [illegible]

3301

July 2, 1951

Request for extension of time
No. 5
July 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from J. A. Struss for an extension of time on Contract No. 3301, Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway, to September 1, 1951.

This contractor has been extremely slow in prosecution of this project and has previously been granted an extension to June 1, 1951, with the assessment of engineering penalties.

I would recommend that this extension be granted, with engineering penalties to be assessed to the date of completion.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:sh hi
Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
3 1951
FOR FILING

12 8307

[illegible]

February 2, 1951

Mr. J. A. Struss
Star Route
Redmond, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on January 23, 1951, had under discussion your request for an extension of time of 152 days, from January 1 to June 1, 1951, within which to complete your contract No. 3301 for rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County.

The Highway Commission has previously granted you an extension from July 31, 1950 to January 1, 1951, with the stipulation that all engineering costs be assessed as penalty from July 31, 1950 to the completion date.

This additional request for an extension of time was granted you from January 1 to June 1, 1951, with the continued assessment of all engineering costs from July 31, 1950 to the date of the completion of the contract as penalty. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

Claude Mahan,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
JAN 17 1951
FOR FILING

13-8308

3301

January 15, 1951

Oregon State Highway Commission

Request for extension of time
No. 7
January 23 and 24 meeting

Gentlemen:

Herewith is a request from J. A. Strome, contractor, for an extension of time on Contract No. 3301, Canyon Creek Summit-Soda Mountain Rock Production Project, on the John Day-Burns Highway, from January 1, 1951 to June 1, 1951. The Commission had previously granted an extension from July 31, 1950 to January 1, 1951, with the stipulation that the engineering penalty be assessed to the date of completion.

I would recommend that this additional request be granted, with the continued assessment of the engineering penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

me

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
1 1950
FOR FILING

12 3301

3301

October 10, 1950

Mr. J. A. Struss
Star Route
Redmond
Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 28, 1950, had under discussion your request for an extension of time of 153 days, from July 31, 1950 to January 1, 1951, within which to complete your contract No. 3301 for rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County.

Your request was granted by the Highway Commission, with engineering penalties to be assessed from the specified completion date, July 31, 1950, to the actual completion date. I was also instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily accept either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

Claude Mahan,
Resident Engineer

E. G. Smith

NOTED ON CARD

RECEIVED
SEP 26 1950
FOR FILING

12-83-8

3301

September 18, 1950

Request for extension of time
No. 8
September 28 and 29 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from J. A. Strues for an extension of time on Contract No. 3301, Rock Production Project on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway, from July 31, 1950 to January 1, 1951.

The contractor was awarded this contract on March 2, 1950. He did not commence work until May 12, 1950 and has not prosecuted the work with due diligence.

I would recommend that the extension be granted with engineering penalties to be assessed from the specified completion date to the actual completion date.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
APR 10 1950
FOR FILING

[illegible]

3301

April 10, 1950

Mr. J. A. Struss
Star Route
Redmond, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3301 which was awarded to you on March 21, 1950 by the State Highway Commission, covering rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible] 4/10, gl

RECEIVED
MAR 24 1950
FOR FILING

[illegible]

[illegible]

March 24, 1950

J. A. Struss
Star Route,
Redmond, Oregon

Dear Mr. Struss:

The State Highway Commission on March 21, 1950 awarded you the contract for rock production on the Canyon Creek Summit-Soda Mountain Section of the John Day-Burns Highway in Grant County. This award was based on your low bid of $20,046.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

23-3413 Brogan Maintenance Building 1950
#3302

RECEIVED
MAR 12 1951
FOR FILING

[illegible]

[illegible]

March 9, 1951

Mr. R. H. Jones
Route 1, Box 246
Hillsboro, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on February 26, 1951, had under discussion your request for an extension of time of 12 days, from August 31 to September 12, 1950, within which to complete your contract No. 3302 covering construction of Brogan Maintenance Building, Malheur County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
FOR FILING

93 — 2413

3302

February 5, 1951

Request for extension of time
No. 2
February 26 and 27 meeting.

State Highway Commission

Gentlemen:

Re: Brogan Maintenance Building
Contract No. 3302

R. E. Jones, contractor for the Brogan Maintenance Building in Malheur County, has requested an extension of time in the amount of 12 days, from August 31, 1950 to September 12, 1950.

The building was practically completed on the completion date, but our final inspection disclosed a few items that needed adjustment, and the contractor was requested to come back on the job to clean these up. The 12 days is to cover this time.

It is recommended that the extension be granted without penalty. This is a State job and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

OSP:gm

RECEIVED
[illegible] 1951
FOR FILING
23-3412
3302

OREGON STATE HIGHWAY COMMISSION
(date)
Dec. 5, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3302	3-final	R. H. Jones	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19852	R-5244	$ 1,404.38	12/1/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

J. A. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to Sep. 12, 1950 without penalty

Completion Date: Sep. 12, 1950

Date Accepted: Feb. 26, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 2-28-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 1
J. A. Wicklander

NOTED ON CARD

RECEIVED
NOV 15 1950
FOR FILING

23 1/13

November 13, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3302, covering construction of maintenance building at Brogan in Malheur County, has been completed by the contractor, R. H. Jones, and that final payment in the amount of $1,404.38 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $11,187.00, and that no force account work was performed on the project. This contract was completed on September 12, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

ORBGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: C. A. Tomasseno & Sons
614 Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD
11-14-50

RECEIVED
APR 10 1950
FOR FILING

23-3413

3302

April 10, 1950

Mr. R. H. Jones
Hillsboro
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3302 which was awarded to you on March 21, 1950 by the State Highway Commission, covering construction of maintenance building at Brogan, Malheur County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

4/10, gl

EIVED
MAR 24 1950
OR FIL

33-34-12

[illegible]

March 24, 1950

R. H. Jones
Route 1, Box 258
Hillsboro, Oregon

Dear Mr. Jones:

The State Highway Commission on March 21, 1950 awarded you the contract for construction of the Brogan Maintenance Building on the John Day Highway in Malheur County. This award was based on your low bid of $11,267.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - G. S. Paxson

U-130(3) S. Unit, Denver Ave.-Columbia 1950
Slough Sec., Pacific Hwy. East
#3303 (N.E. Union Ave.)

RECEIVED
FOR FILING
11-130(3)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 12, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3303	22 Final	R. A. Heintz Construction

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
21053	R 53468	$10,648.16	Nov. 12, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: Extended to April 18, 1952 without penalty

Completion Date: April 18, 1952

Date Accepted: Aug. 18, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-13-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

a.a. Wicklander

POSTED ON CARD
11-14-52

RECEIVED
FOR FILING

11-13-[illegible]

October 15, 1952

General Casualty Company of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3303 for work performed on the South Unit, Denver Ave.-Columbia Slough Section of the Pacific Highway East in Multnomah County was completed by the contractor, R. A. Heints Construction Co., on April 18 and was formally accepted by the Highway Commission on August 18,1952.

Final payment in the amount of $10,648.16 will be released to the contractor on or after October 25, 1952. The total contract amount is $359,269.19, of which amount $2,744.91 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

RECEIVED
SEP 9 1952
FOR FILING

September 9, 1952

R. A. Heintz Construction Co.
211 N.E. Columbia Blvd.,
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on August 18, 1952, had under discussion your request for an exextension of time of 109 days, from December 31, 1951 to April 18, 1952, within which to complete your contract No. 3303 for grading and paving on the South Unit, Denver Ave.-Columbia Slough Section of the Pacific Highway East in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
FOR FILING

August 13, 1952

Oregon State Highway Commission

Request for extension of time
No. 18
August 18 and 19 meeting

Gentlemen:

Herewith a request from R. A. Heintz Construction Company for an extension of time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, from December 31, 1951 to April 18, 1952.

The contractor had completed all work on the traveled portion of the roadway by the specified time limit, but had extreme difficulty in securing conduit and other metal products required to finish roadside portions of this contract. Also, additional drainage work was required which the contractor could not do until the State had been able to negotiate for easements for the drainage.

This delay was not the contractor's fault, and for these reasons I would recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Enclosure

cc Mr. H. G. Smith
EAP: bl

RECEIVED

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

U-130 (3)

3303

August 12, 1952

Mr. C. C. Polk
District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3303, S. Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, Ore. U-130 (3), from December 31st, 1951 to April 18th, 1952, to R. A. Heintz Construction Co., contractor.

The contractor had completed all work on this project, which involved the traveling public, by the specified time, but because of inability to secure conduit and other metal products, was unable to finish that portion of the job within the specified time limit. Also, additional drainage work became necessary on this project, and the contractor was unable to proceed with this work until such time as the State had been able to negotiate for easements for the additional required drainage.

This delay was not the contractor's fault, and for these reasons I would therefore recommend that the extension be granted without penalty.

Very truly yours,

W. C. Williams
Ass't. State Highway Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams

RECEIVED
AUG 19 1952
FOR FILING

August 5, 1952

General Casualty Company of America
Mansfield and Company, Agents
302 Lewis Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to R. A. Heintz Construction Company on Contract No. 3303 covering grading and paving work on the South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East in Multnomah County. This payment, in the amount of $4,246.36, will be made on or after August 15. The retained percentage is $10,782.09.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

cc - General Casualty Company of America
General Insurance Building
Seattle 5, Washington

Attn: Surety Department

9-5-52

Form E-1—10M—4-51

L-1[illegible] (2)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 28, 1952

Section	S. Unit, Denver Ave.-Columbia Slough	Kind of work	Grading, Paving & Structures
Highway	Pacific - East	Section prefix	26 - 1002
Contractor	R. A. Heintz Construction Co.	Contract number	3303
Date of contract	March 21, 1950	Date of completion	October 31, 1950
Date work started	April 24, 1950	Estimated date of completion	April 18, 1952
Amount of contract	$ 329,48[illegible].60	Per cent of time elapsed	100 %

Estimated cost of completed project, exclusive of engineering . . . $ 364,933.48

Per cent of contract completed, based on total contract price . . . 100 %

Engineering cost to date $ 30,600.00, 100 % Date project was completed April 18, 1952

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate was completed and turned in at division office on Wed. June 25.

RECEIVED
JUL 1 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

Signed Lowell A. Johnston by P. Nelson
Lowell A. Johnston
Address Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
JUN 5 1952
FOR FILING

U-1[illegible]
3303

June 3, 1952

Oregon State Highway Commission

Gentlemen:

The South Unit of the Denver Avenue-Columbia Slough Section of the Pacific Highway East in Multnomah County will overrun the contract project authorization in an amount of approximately $32,000, the principal reason for the overrun being 33,000 additional cubic yards of embankment which cost 77 cents per cubic yard, for a total of $25,410. It was intended that these materials be obtained by hauling from the Tillamook Street-Broadway bridge project, but the materials were not available when required, so that it was necessary to borrow the materials from another source. Other minor overruns, including engineering, make up a total of $32,000.

This matter will be on the next agenda, and it is respectfully requested that the project authorization on Contract No. 3303 be increased $32,000, or from $345,[illegible] to $377,[illegible].

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me:hi
cc Mr. S. H. Probert
Mr. H. G. Smith
Mr. C. H. Maison

RECEIVED
FOR FILING

U-130(3)

Files

April 21, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on April 18, 1952 on Contract No. 3303, S. Unit, Denver Avenue-Columbia Slough Section, in connection with Federal Aid Project No. U-130 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

MCW:gs

cc: John Cattrall

RECEIVED
JAN 15 1952
FOR FILING

January 14, 1952

F. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 92 days, from September 30 to December 31, 1951, within which to complete your contract No. 3303 covering the South Unit, Denver Ave-Columbia Slough Section of the Pacific Highway East in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. C. Smith,
Construction Engineer

NOTED ON CARD
1-14-52, gl

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December 14, 1951

Request for extension of time
No. 19
December 20 and 21 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. A. Heintz Construction Company for an extension of time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, from September 30, 1951 to December 31, 1951.

All work on this project, with the exception of certain electrical work and seeding and planting of plants required under the landscaping, was completed by September 30. The electrical work could not be completed due to priority difficulties in securing materials, and the seeding and planting was held up until sufficient rainfall had occurred to insure proper growth of the plants.

This project has been in full use, with the exception of these minor items, and I, therefore, recommend that the extension be granted without penalty. Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

EAP:sh lg
cc Mr. W. C. Williams
Mr. H. C. Smith

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3302

November 30, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3302, South Unit, Denver Ave. - Columbia Slough Section of the Pacific Highway East, Ore. U-130 (3), from September 30th, 1951 to December 31st, 1951, to R. A. Heintz Construction Co., Contractors.

On October 31st, you concurred in an Extension of Time on this contract, without penalty, due to slow delivery of electrical materials, mentioned in our letter of October 29th, 1951. After your concurrence, it was determined that the contractor could not complete by the date he had specified in his request for time extension, and we therefore canceled the request, and so notified you on November 7th, by a carbon copy of a letter addressed to Mr. A. G. Skelton.

We now ask your concurrence to December 31st, for the same reasons as previously stated, and that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Ass't. State Highway Engineer

EAP:sh

cc H. G. Smith

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[illegible]

November 28, 1951

General Casualty Co. of America
Mansfield & Co., Agent
302 Lewis Bldg.
Portland 4, Oregon

Gentlemen:

It is the intention of the State Highway Commission to release to R. A. Heintz Construction Co. a portion of the funds heretofore retained by the Commission in connection with contract No. 3303, covering the South Unit, Denver Ave.-Columbia Slough Section on the Pacific Highway East in Multnomah County.

This payment, which is in the amount of $15,256.66, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $10,580.14. The present payment will be released on or after December 8, 1951.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

NOTED ON CARD

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FOR FILING
FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
November 7th, 1951

SUBJECT: Drainage in Vicinity of Columbia Way Motel

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to my letter of September 21st, 1951, concerning a drainage problem on the east side of Union Avenue in the vicinity of the Columbia Way Motel, also to my letter to yourself of September 7th on this same subject. Some time ago Mr. Baldock, Mr. Williams and myself looked this situation over on the ground, and at that time it was decided to handle this drainage entirely independent from the Columbia Way Motel by putting a culvert under the "S" line, and utilizing existing drainage under the "Y" and "E" lines.

Mr. Lowell Johnston and myself recently met with Mr. T. G. Donaca, who owns or controls the property between the "S" line and the "Y" line, also the property north of the "Y" line and the property east of the "E" line. Mr. Donaca had no objection to our drainage plan, however he did request that we carry the drainage directly across the property between the "S" and the "Y" line in pipe, rather than carrying it around the circle in open ditch, as we had originally contemplated. He indicated that in our original right of way negotiations no such drainage as this was indicated, and that if an open ditch were put in it would restrict his future development of the property, and not give them free access, which has been promised. We also discussed with Mr. Donaca the outlet from the east side of the "E" line to the drainage ditch. Our culvert across the "E" line was placed to fit the normal drainage channel that existed at this location before our road was constructed. Since our construction, Mr. Donaca has leveled off this property, obliterating the ditch, and filling the ground just east of our "E" line to some where near roadbed grade. Mr. Donaca indicated he would have no objection to our opening this ditch. We also discussed with Mr. Donaca the matter of getting an easement, covering the proposed pipe between the "E" and the "Y" line, and either an easement or acknowledgement of our rights to carry our drainage from the "E" line to the drainage ditch, which he indicated he would furnish without cost.

I am enclosing herewith sketch map showing what is proposed, together with an estimate of cost based on contract prices, and a description for the two proposed easements. In my letter of September 21st to Mr. Williams I estimated our cost of handling the drainage at the Columbia Way Motel property at $800.00. We have already constructed the ditch at the toe of our fill, leading drainage from Union Avenue to the "S" line, which has cost us approximately $200.00. The culvert across the "S" line was a portion of this estimate, as was the ditch on our right of way between the "S" line and the "Y" line. Our total cost of this entire project, including what has already been done, would amount to approximately $1500.00, this increase in cost being due to placing culvert between the "S" line and the "Y" line, and the opening of the ditch from the "F" line to the drainage ditch. However, this construction would permanently take care of our entire drainage problem from Gertz Road north to the drainage ditch that crosses Union Avenue north of the amphitheater. Approval of this proposed work is recommended.

We would like to have about six prints from this tracing, and I presume the Right of Way Department will need prints in connection with obtaining these easements from Mr. Donaca.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: W. C. Williams ✓
L. A. Johnston

ESTIMATE OF COST

CULVERT PIPE & DITCH EXCAVATION

Contract 3303 Prefix 26-1002

S. Unit Denver Ave. - Columbia Slough Section

Pacific Hwy. - East

UNIT #1
18" Pipe across "S" Line at Sta. "S" 38+45

1- 18" Concrete Pipe	54 L.Ft. @ $2.60	$140.40	
2- Str. Exc., Uncl.	26 C. Y. @ $3.50	91.00	
			$231.40

UNIT #2
Connecting "S" & "Y" Lines

1- 18" Concrete Pipe	180 L.F. @ $2.60	$488.00	
2- Str. Exc., Uncl.	53 C.Y. @ $3.50	150.50	
			$638.50

UNIT #3
V-Ditch - 1½:1 Slopes 414 L. Ft.

1- Extra Work (Exc. 393$^{\underline{3}}$ Cy.I.)		$400.10	
			$400.10
	TOTAL FOR JOB		$1,270.00

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FORM E-30X 25M 11-50 44702

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 7, 1951

SUBJECT:

To: Mr. A. G. Skelton
Division Engineer
State Highway Dept.
Portland, Oregon

Dear Sir:

Reference is made to the request of R. A. Heintz Construction Company, for an Extension of Time on Contract No. 3303, S. Unit, Denver Avenue - Columbia Slough Section of the Pacific Highway East, Ore. U-130 (3), from September 30th, 1951 to October 31st, 1951.

Since the contractor did not complete the project within the time limit requested, we are canceling his request and suggest that a new one be submitted to cover the time to the actual completion date.

Very truly yours,

H. G. Smith
Construction Engineer

By

Edwin A. Pease
Construction Office Engineer

EAP:sh

cc W. C. Williams
C. G. Polk

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OCT 30 1951
FOR FILING

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[illegible]

October 29, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3303, S. Unit, Denver Avenue - Columbia Slough Section of the Pacific Highway East, Ore. U-130 (3), from September 30th, 1951 to October 31st, 1951, to R. A. Heintz Construction Co., Contractors.

All work on this project, with the exception of certain electrical work, and seeding and planting of plants required under the landscaping, was completed by September 30th. The electrical work could not be completed due to priority difficulties in securing materials, and the seeding and planting was necessarily delayed until sufficient rainfall had occurred to place the ground in proper condition.

The project has been in full use with the exception of these minor items, and I would recommend the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

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OCT 31 1951
FOR FILING

Indexed
Alphabetically

Col. Way Motel

October 23, 1951

Mr. J. O. Johnson
Johnson, Stephens & Parcel
Attorneys at Law
220 Lumbermens Building
Portland 4, Oregon

Dear Sir:

Inasmuch as Mr. Baldock is out of the state until early November, I am replying to your letter of October 18 relative to drainage of the state highway and appurtenances in the vicinity of Columbia Way Motel.

I accompanied Mr. Baldock and Mr. A. G. Skelton on an inspection of this matter last September 26, and the plans as proposed at that time seemed entirely satisfactory for the drainage of the highway facilities, but, of course, did not take care of the drainage of the Columbia Way Motel property itself.

I am sending a copy of your letter to Mr. A. G. Skelton, so that he will be advised of your apprehension that the State's drainage plan may not be adequate.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Mr. A. G. Skelton

JOHNSON, STEPHENS & PARCEL
ATTORNEYS AT LAW
220 LUMBERMENS BUILDING
PORTLAND 4, OREGON
TELEPHONE BEACON 7131

J. O. JOHNSON
RUSSELL H. STEPHENS
HOWARD E. PARCEL

October 18, 1951

R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I wish to acknowledge receipt of your letter of October 4th advising that the highway department does not care to cooperate with the owners of the Columbia Way Motel property for the construction of an adequate drainage system for the water from highway property. In your letter you state that Mr. Skelton is planning a drainage system adequate to care for the highway waters.

I call attention to the fact that the only adequate drainage would be through the property owned by the Columbia Way Associates and if the highway commission wishes to do a job that is adequate and will at the same time take care of all the water from highway property, which now settles on the property of Columbia Way Associates, a right-of-way should be obtained through the property owned by the Columbia Way Associates. The proposed drain tile under the road, which Skelton indicated would take care of water when it reaches a certain height, will not adequately remove the water from our property and I suggest that you advise Mr. Skelton to give this matter serious consideration. Our system has been damaged as a result of highway construction and has cost us much trouble and expense.

Very truly yours,

NOTED
W. C. WILLI

JOJ:bw

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phabetically

October 4, 1951

Mr. J. O. Johnson
220 Lumbermen's Building
Portland 4, Oregon

Dear Sir:

Last week I made an inspection of the Union Avenue project and approach roads adjacent to the Columbia Way Motel, with particular reference to the drainage from the highway, and I have studied the plans for a combined storm and sanitary sewer system which is estimated to cost $4,318.85.

For several reasons it is inadvisable for the Highway Department to become involved in a combination storm and sanitary sewer. It invariably leads to trouble, since the storm water overloads the sewer and prevents the satisfactory operation of the septic tank when that becomes necessary. Therefore, I feel it best for both parties that the Highway Department handle its drainage, which we feel we can do for a reasonable amount, and for the private interests to handle their own. Your letter indicates you have plans worked out by which you can drain the motel property for a nominal amount.

I have, therefore, advised Mr. Skelton to prepare plans for a drainage system adequate to care for the highway and to discontinue any study of the combination sewer.

Very truly yours,

R. H. Baldock
State Highway Engineer

HGS lg
cc H. G. Smith
A. G. Skelton

FOR FILING

FORM E-30 25M 11-50 44701

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 11th, 1951

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

In regard to the report by Messrs. Skelton and Johnston showing the former septic tank system for the Columbia Way Motel, and offering a suggestion for a more permanent type sewer which would also carry the runoff from the highway.

I have discussed this at considerable length with Mr. Johnston who advises that they have run a sewer "snake" through all the pipes and none of them have been broken by the weight of the fills, and as far as he can see they would work as satisfactorily as they ever have. He does feel, however, that some additional water will run off our 4-lane highway and flood the motel grounds. Consequently, he feels that a sewer would be much more satisfactory than an open ditch along the toe of our fill.

Print is attached.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR
Enc.

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 7th, 1951

SUBJECT: Report of Sewer Line
Columbia Way Motel

To: Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Some time ago Mr. Williams called me in regard to a drainage problem in the Columbia Way Motel property lying east of Union Avenue and immediately north of Gertz Road. It appears that Mr. J. O. Johnson, who is the representative from Washington County, is either interested in this property, or represents the owners. He discussed this matter with Mr. Williams, who advised him that we would make an investigation of this drainage problem, and report on the same to yourself.

I am submitting herewith L. A. Johnston's report of September 7th, together with a map showing the area and installations in question, and an estimate of cost for installing a complete sewer line. This estimate is based, in general, on contract prices in our existing contract 3303 to R. A. Heintz Construction Company on the South Unit, Denver Avenue-Columbia Slough Section. As stated in Johnston's report, he has made an investigation of the existing sewer lines, and has determined that they are open across the various legs constructed over them, with the exception of the stub line, which he mentione as being located at Station 41+60 on the "S" line. This line apparently is dead ended at a spot underneath our fill, and as we had no knowledge of the line being there, our fill was completed without any provision for it. You will note from Johnston's letter that apparently the owners had no knowledge that the sewer lines were in this general area, and as there is apparently no easement of any sort on these lines outside of the Columbia Way Motel property, we had no way of knowing that these sewer lines were in place.

Lowell Johnston has mentioned the drainage from our highway, which is shown on the sketch. There is a catch basim at Station 95+75 with a drain discharging to the bottom of the slope, and another catch basin at Station 92+70 with a drain leading to the toe of the slope. This is substantially the same drainage we have always had through this location. The only change is that we have widened the roadway considerably, and have an additional area of pavement. As Johnston mentions, we could, if necessary, put an open ditch just outside the toe of our slope, and carry this drainage to inside of our south right of way line for the "S" line. This would permit the water to flow into the low ground in the vicinity of Station 40 on the "S" line. It is probable that the entire tract owned by the Columbia Way people, and the area north of the "S" line owned by the Warren Packing Company, will be developed by filling up the low ground to our road level. Normally we require the owners of adjacent property to take care of drainage before permitting them to close the drainage on our right of way.

I do not see any great responsibility of the State in this entire drainage problem in the Columbia Way Motel property. There might be some slight benefit to us by being able to put our drainage from Union Avenue into a sewer system such as that outlined by Lowell Johnston.

Yours very truly,

A. G. SKELTON
Division Engineer

AGS:v
Encl.
cc: W. C. Williams ✓
L. A. Johnston

FORM E-30X 25M 3-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
September 7th, 1951

SUBJECT: Report on Sewer Line
Columbia Way Motel

To: Mr. A. G. Skelton
Division Engineer
Office

Dear Sir:

On the South Unit, Denver Avenue-Columbia Slough section of the Pacific Highway East, R. A. Heintz Construction Company contractor, contract No. 3303, the owner of the Columbia Way Motel, located east of Union Avenue and just south of the "S" line connection at about Station 40 on the "S" line, reports that he is having trouble with his sewer line from the motel, and suggested the possibility that the sewer line may have been broken due to the weight of our fills on the "S", "Y" and "E" lines, which fills were placed over the existing sewer from the motel property.

At the time the fills on the "S", "Y", and "E" lines were placed, it was not known that the sewer line from the motel property crossed our right of way. At the time work was under way on our fills, the owner of the motel property did not know the location of his sewer line, and the location of the existing sewer line was not determined until the owner of the motel property had trouble with the sewage from the houses located on the motel property. By the use of a sewer rod or sewer snake, it was determined that the sewer pipe under the "S", "Y" and "E" lines were open and were not broken or put out of service as a result of our fill being placed over the sewer line. At about Station 41+60 on the "S" line a six inch clay sewer line is not functioning, but the man who installed the sewer line originally, states that as he recalls placing this pipe, it was ended at a point which is now under our "S" line fill. This fact was confirmed by using a sewer rod, which indicated that the pipe apparently ended under the fill, as stated by the man who installed the sewer.

A plan and profile, showing a proposed sewer line running from the outlet end of an 8 inch drain pipe from the east side of Union Avenue opposite Station 95+75, thence north along our right of way line to a point just south of the "S" line, thence easterly to an outlet in the slough located east of the motel property, is enclosed herewith. This sewer line would pick up water from our two catch basins on the east side of Union Avenue, and would also serve as a sewer from the Columbia Way Motel property. Two copies of the cost of the proposed sewer line are enclosed herewith. The enclosed plan would, of course, take care of the drainage in a satisfactory manner, but I do not believe that the State is obligated to install this sewer, as the existing sewer from the Columbia Way Motel is in satisfactory condition at the various points where the sewer crosses under our fill.

On the east side of Union Avenue we have changed the drainage conditions to some extent, as we have widened and paved Union Avenue an additional width of approximately 30 feet. As a result of this paving, the rate of run off will be increased quite an extent, and we will no doubt have complaints from the adjacent property owners. The drainage from the two catch basins on the east side of Union Avenue and in the vicinity of the Columbia Way Motel can be ditched along our right of way toward the north to the southerly right of way along the "S" line, and thence easterly on our right of way into the low ground opposite approximate Station 40. There is no outlet from this low ground opposite approximate Station 40, and the water will pond here unless carried away by the existing sewer line from the motel property. While carrying the water in a ditch will take care of this drainage situation at the present time, as this area builds up, it will no doubt require that a sewer line be installed similar to the proposed plan shown on the plan and profile enclosed herewith.

Mr. J. O. Johnson, attorney for the Columbia Way Motel, advises that they would be glad to cooperate in the construction of an adequate sewer line to take care of the drainage situation in the vicinity of the motel property, and which sewer line would pick up water from our catch basins, as well as the sewage from the motel property, and would also drain the low spot adjacent to Station 40 on the "S" line. The amount of cooperation that the Columbia Way Motel would offer was not discussed with Mr. Johnson, but in his statement to me he stated that they would be glad to cooperate in the construction of an adequate sewer line in this vicinity.

Yours very truly,

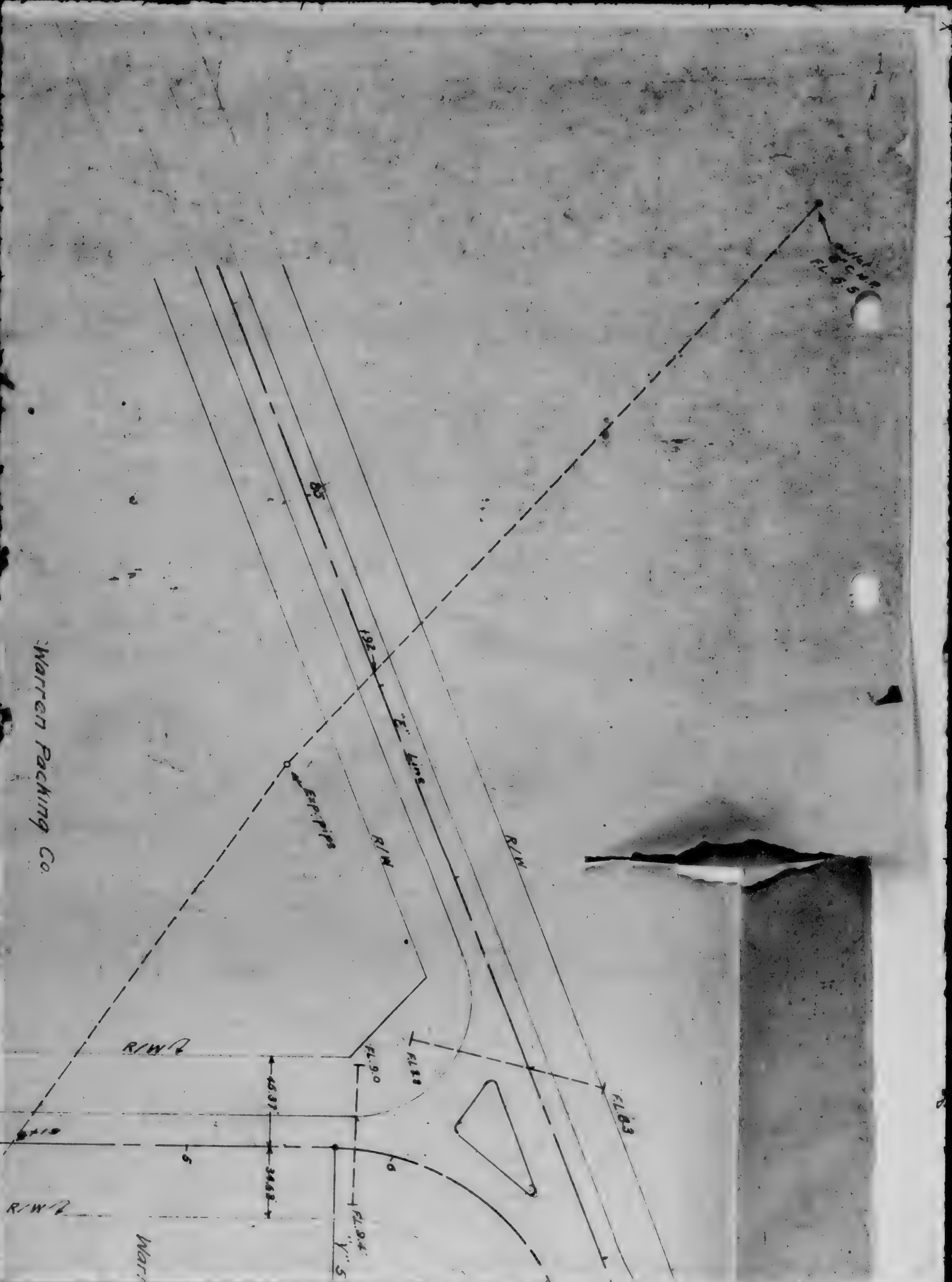
LOWELL A. JOHNSTON
Resident Engineer

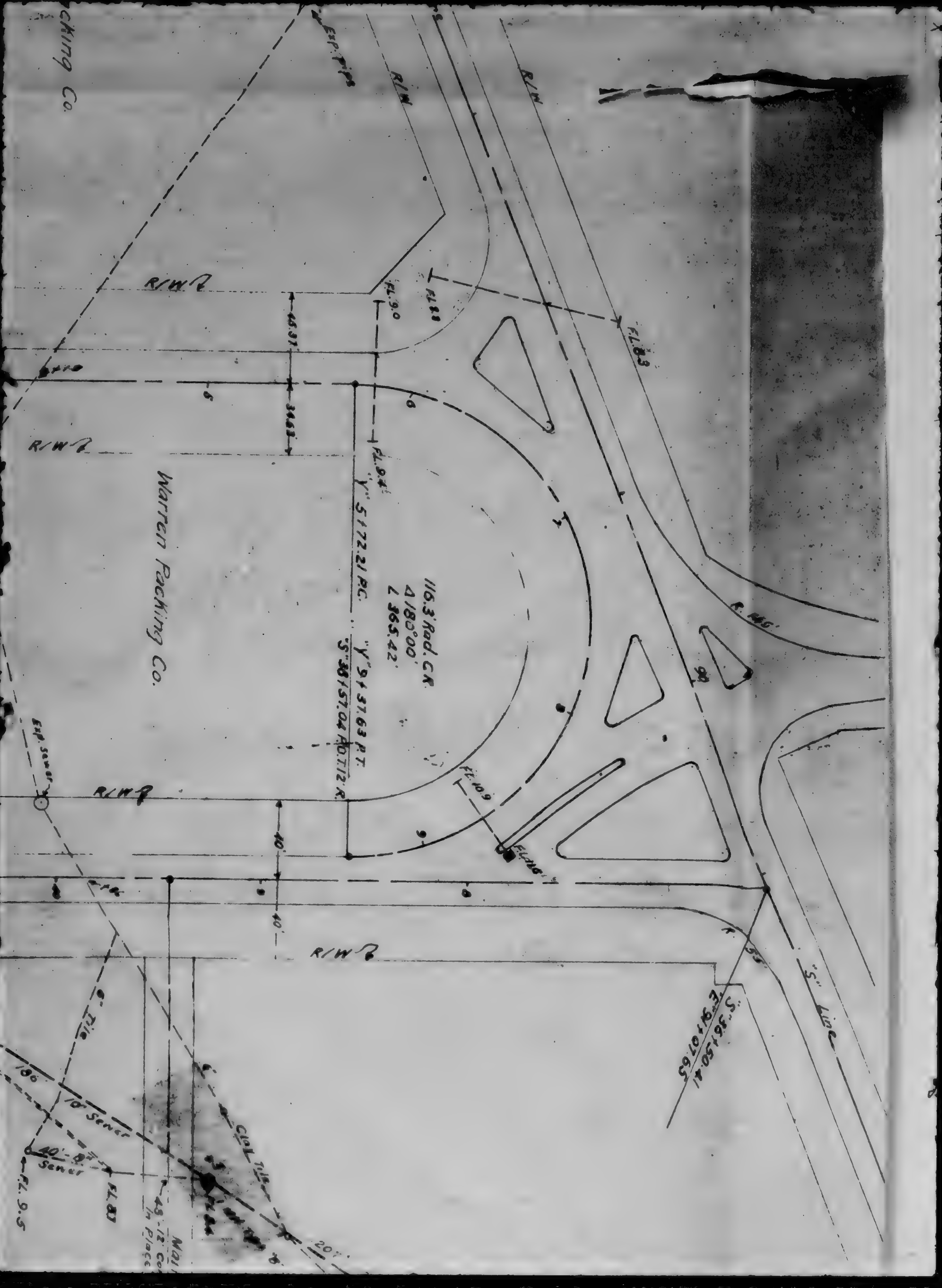
OREGON STATE HIGHWAY
COMMISSION
COLUMNAR TABULATION SHEET

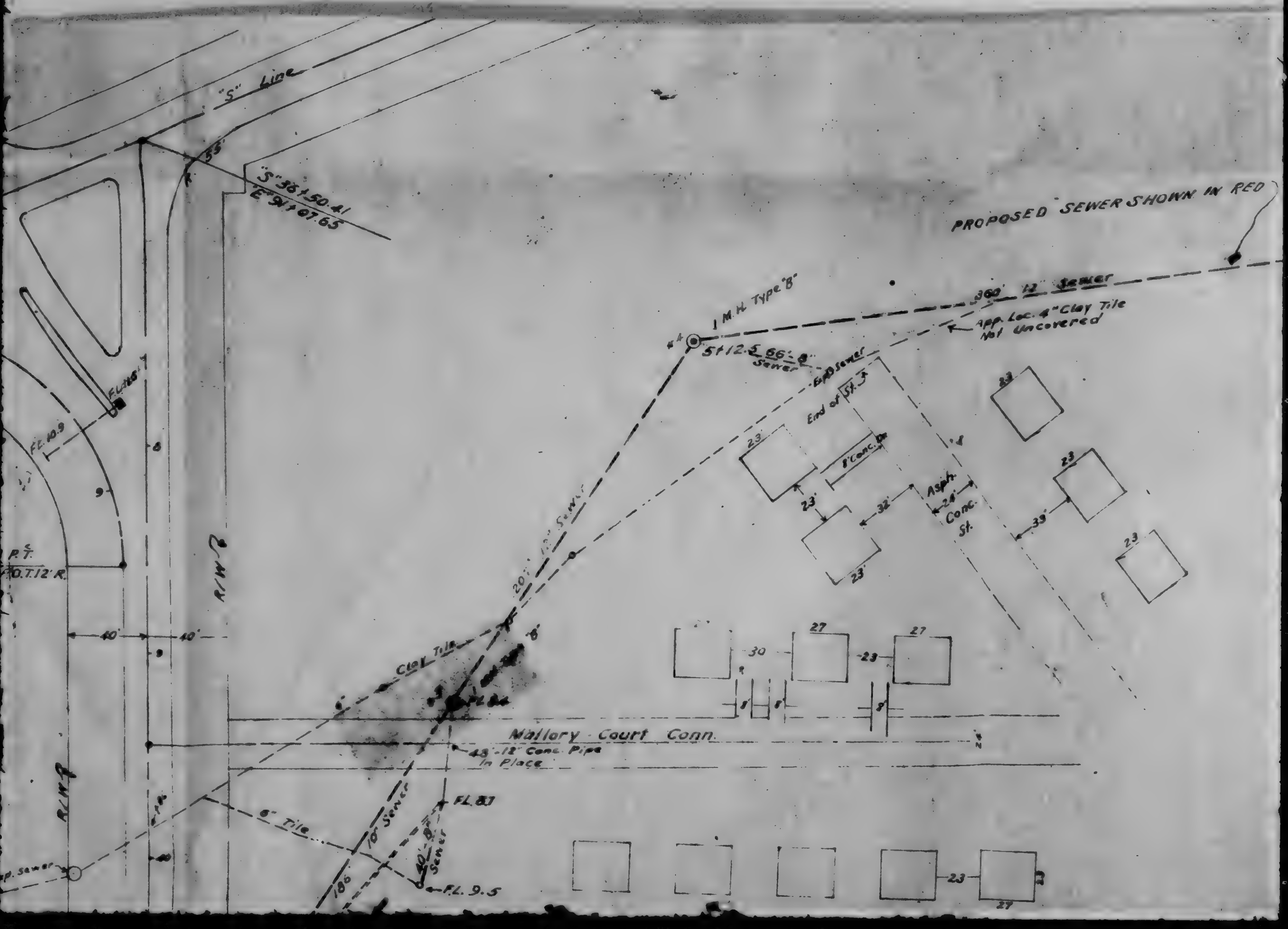
SHEET .... OF .... SHEETS

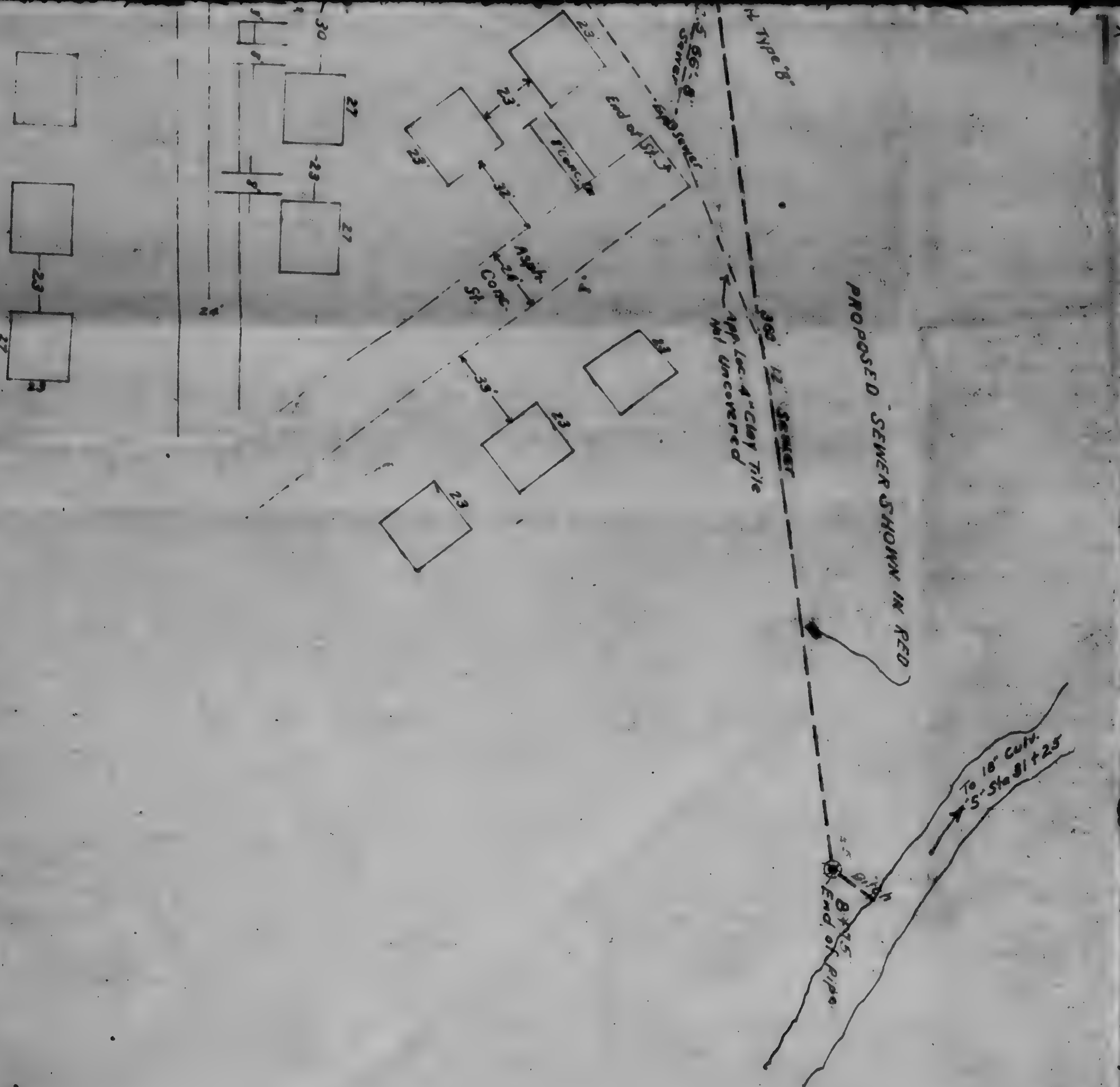
Proposed Sewer Line
South Unit - Denver Avenue- Columbia Slough (26-1002)
Union Avenue and "S" Line, Near Columbia Way Motel

ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
Str. Exc.	C.Y.	450	3.00	1,350.00
Catch Basin Type "B"	Each	2	65.00	130.00
Manhole	Each	4	250.00	1,000.00
8" Sewer	Lin. Ft.	803	0.90	722.70
10" Sewer	Lin. Ft.	366	1.25	457.50
12" Sewer	Lin. Ft.	567	1.50	850.50
TOTAL				$4,510.70


Warren Packing Co.
Outlet of C.M.P.
F.L. 8.5
85
192
"E" Line
Exp. Pipe
R/W
R/W
R/W
R/W
F.L. 9.0
F.L. 8.8
F.L. 8.3
45.37
34.68
5+10
5
6
F.L. 9.4
"Y" 5
War

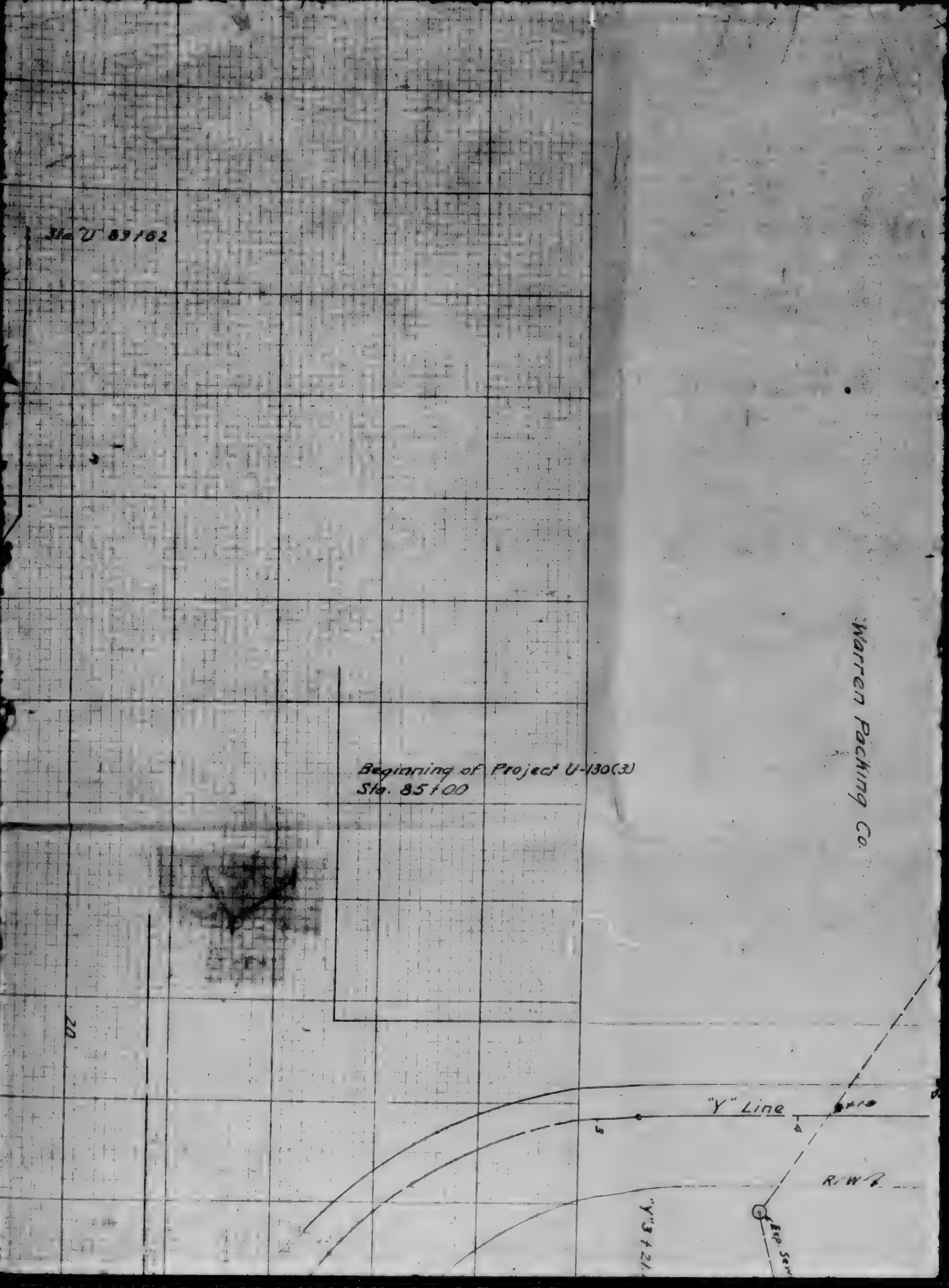

cking Co.
Exp. Pipe
R/W
R/W
R/W ℄
FL 8.3
FL 9.0
FL 8.3
45.37'
34.63'
R/W ℄
FL 9.4
"Y" 5+72.21 P.C.
"Y" 9+57.63 P.T.
"S" 38+57.04 P.O.T. 12' R.
116.3' Rad. C.R.
Δ 180°00'
L 365.42'
Warren Packing Co.
Exp. Sewer
R/W ℄
FL 10.9
FL 10.4
R. 145'
R. 55'
40'
40'
R/W ℄
"S" Line
"S" 36+50.41
E 91+07.65
6" Tile
18"
10" Sewer
40'-8" Sewer
FL 9.5
FL 8.3
48'-12" Co
In Place
Mai
Clay Tile
20"

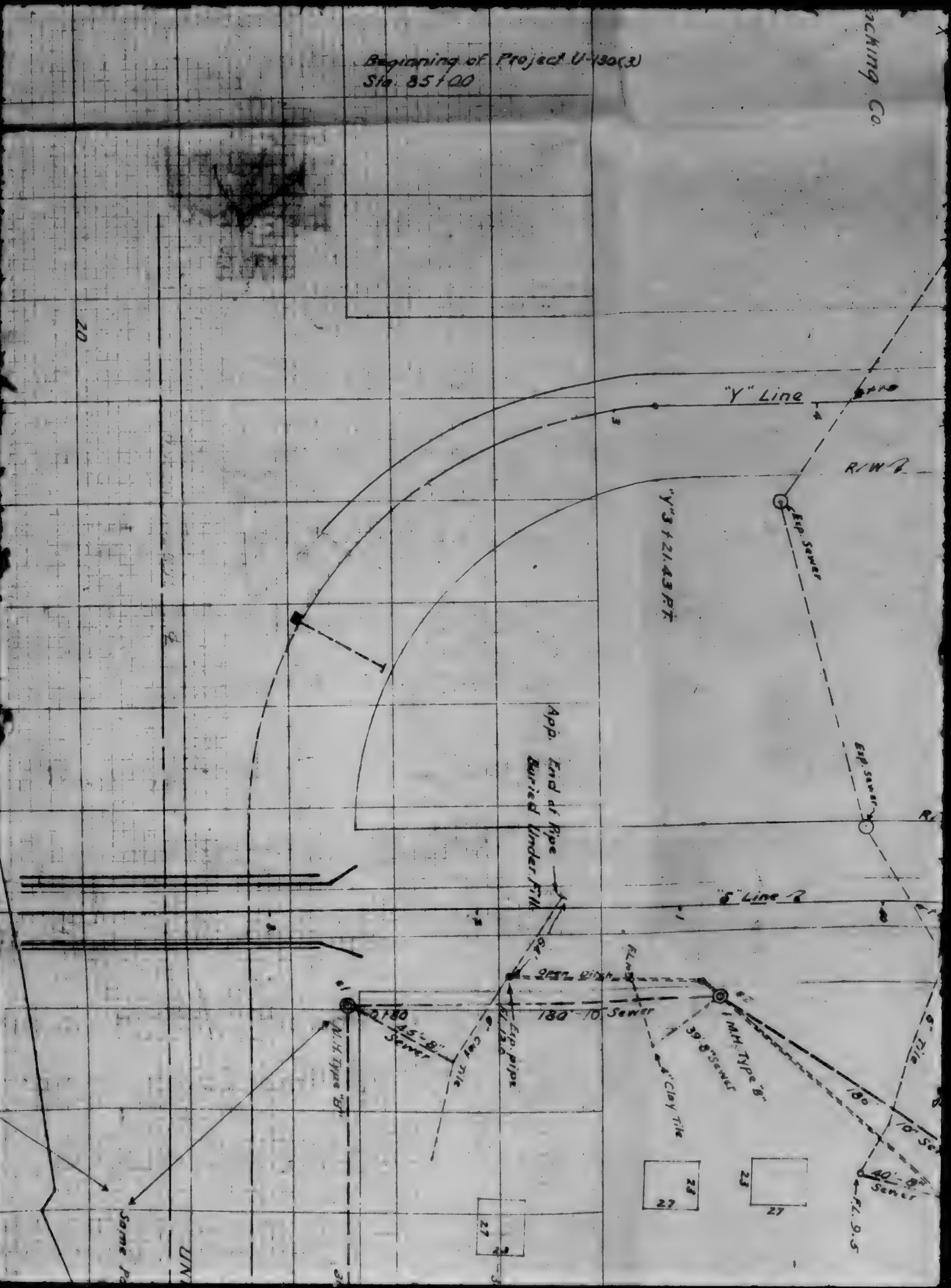

"S" Line
55'
"S" 38+50.41
E" 91+07.65
PROPOSED SEWER SHOWN IN RED
360' 12" Sewer
App. Loc. 4" Clay Tile
Not Uncovered
1 M.H. Type "B"
5+12.5 66'-8"
Sewer
Exp. Sewer
End of St. 5
8" Conc.
23'
23'
32'
Asph.
24'
Conc.
St.
33'
23
23
23
23
23
FL. 10.9
P.T.
O.T. 12' R.
R/W
R/W
40'
40'
20' 12" Sewer
Clay Tile
30
27
27
23
8'
8'
8'
Mallory Court Conn.
48'-12" Conc. Pipe
In Place
FL. 8.7
6" Tile
10" Sewer
18"
40'-8"
Sewer
FL. 9.5
p. Sewer
23
27

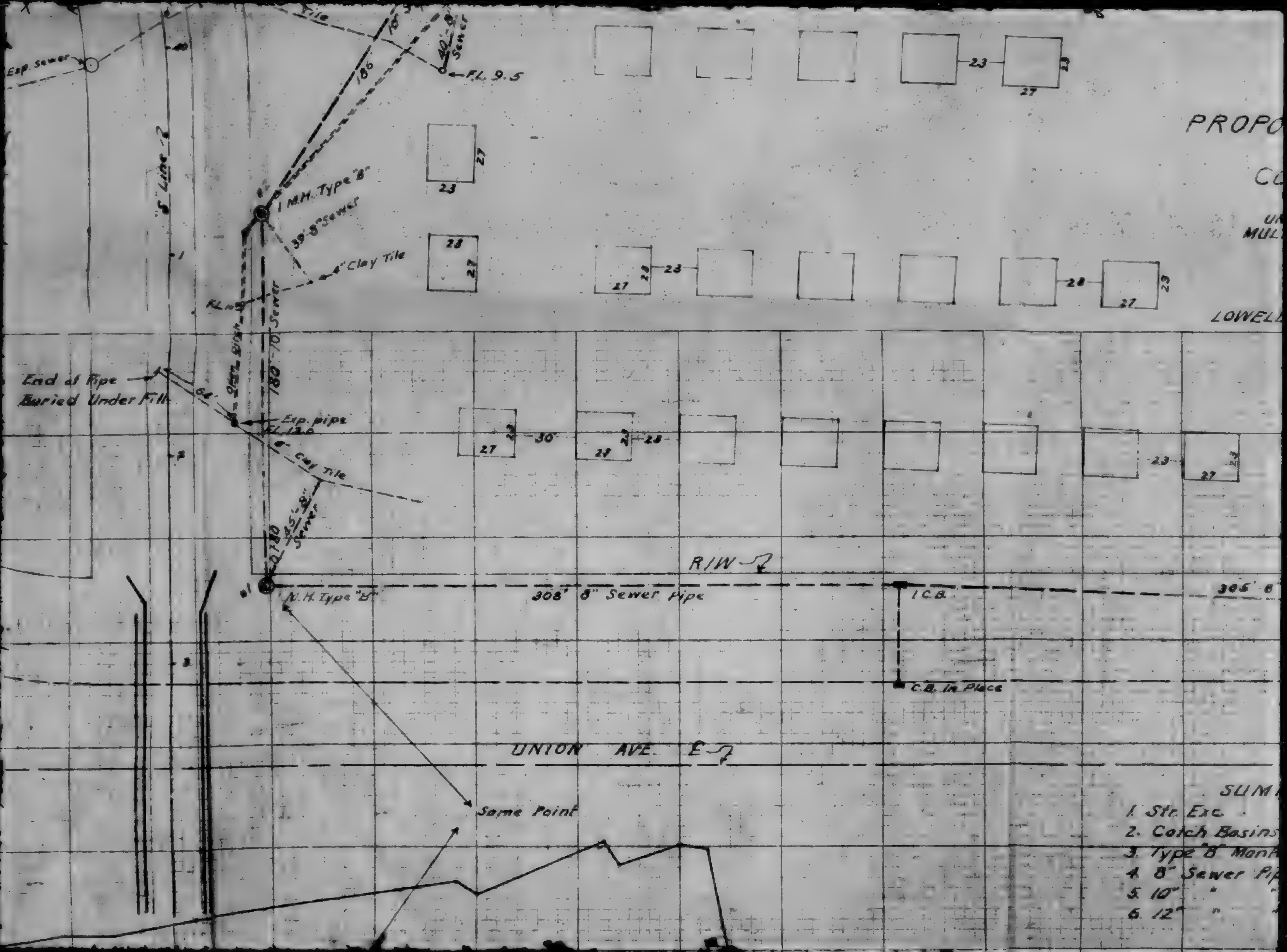


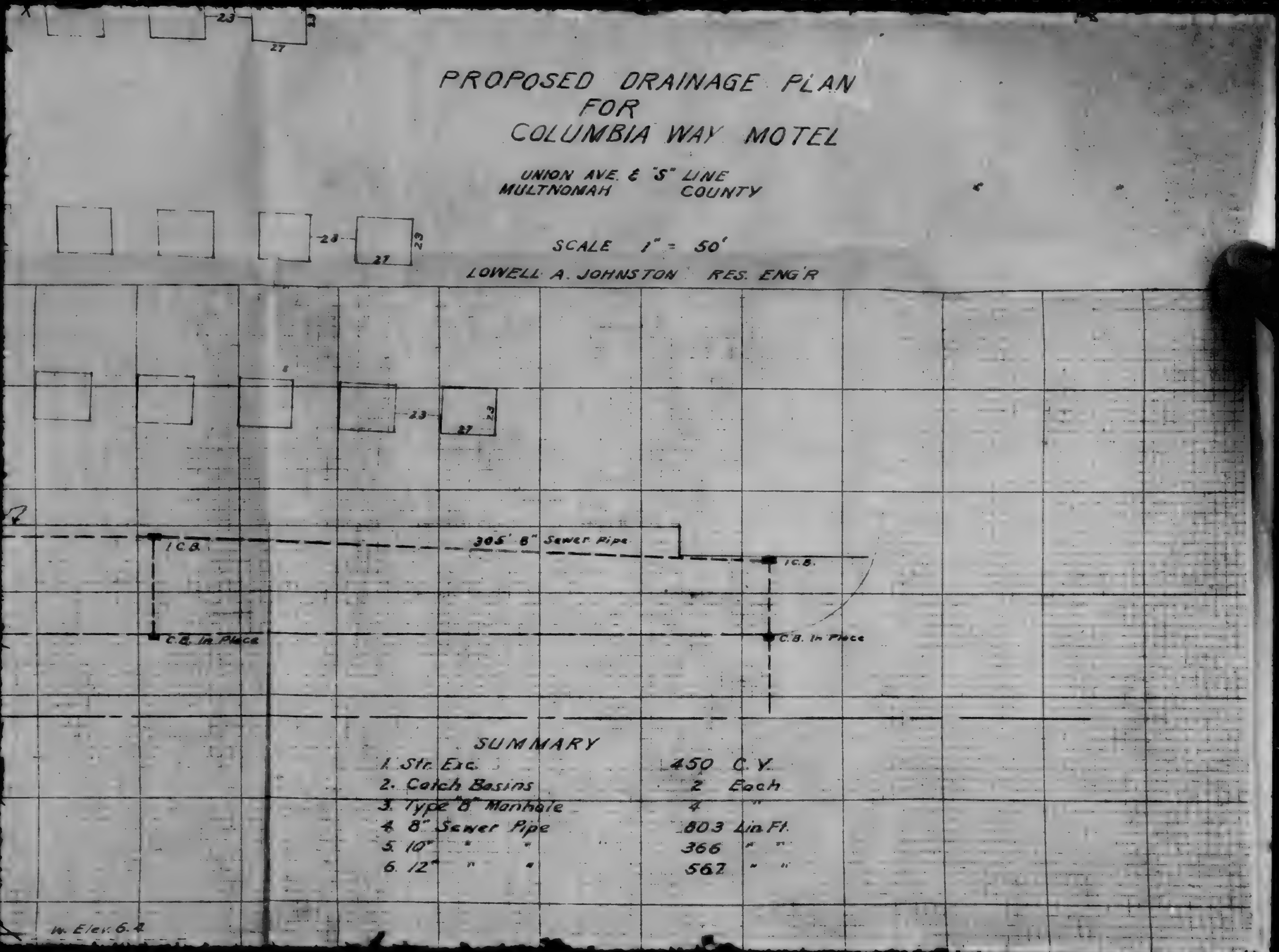
30
8'
8'
8'
27
23
27
23
23
27
23
24'
23'
23'
23'
32'
8' Conc.
End of St.
Proposed Sewer
66' 8" Sewer
Type 'B'
Asph. Conc. St.
26'
33'
23
23
23
300' 12" Sewer
App. loc. 4" Clay Tile Not Uncovered
PROPOSED SEWER SHOWN IN RED
Ditch
81+75
End of Pipe
To 18" Culv. 'S' Sta 81+25

PROPOSED DRAINAGE PLAN


Sta. "U" 83+62
Beginning of Project U-130(3)
Sta. 85+00
20
Warren Packing Co.
"Y" Line
3
4
4+10
R/W
"Y" 3+21.
Exp. Sew

Beginning of Project U-130(3)
Sta. 85+00
cking Co.
20
"Y" Line
R/W
"Y" 3+21.43 P.T.
Exp. Sewer
Exp. sewer
App. End of Pipe Buried Under Fill
"S" Line
Open Ditch
0+80
15'-8" Sewer
M.H. Type "B"
Clay Tile
Exp. pipe
F.L. 12.0
180'-10" Sewer
F.L.
39'-8" Sewer
6" Clay Tile
1 M.H. Type "B"
180'
10" Se
6" Tile
40'-8" Sewer
F.L. 9.5
27
28
Same Po
UN


PROPO
CO
UN
MUL
LOWELL
Exp. Sewer
"5" Line -2
186
10"
40'-8" Sewer
F.L. 9.5
1 M.H. Type "B"
39' 8" Sewer
4" Clay Tile
F.L.
180' 10" Sewer
9th" Ditch
End of Pipe
Buried Under Fill
64'
Exp. pipe
F.L. 12.0
6" Clay Tile
45'-8" Sewer
0+80
#1
#2
M.H. Type "B"
308' 8" Sewer Pipe
R/W
1 C.B.
C.B. In Place
305' 8"
UNION AVE. ℄
Same Point
27
23
28
30
SUM
1. Str. Exc.
2. Catch Basins
3. Type "B" Manh
4. 8" Sewer Pip
5. 10" "
6. 12" "


23
27
28
I.C.B.
305' 8" Sewer Pipe
I.C.B.
C.B. In Place
C.B. In Place
W. Elev. 6.4

PROPOSED DRAINAGE PLAN
FOR
COLUMBIA WAY MOTEL

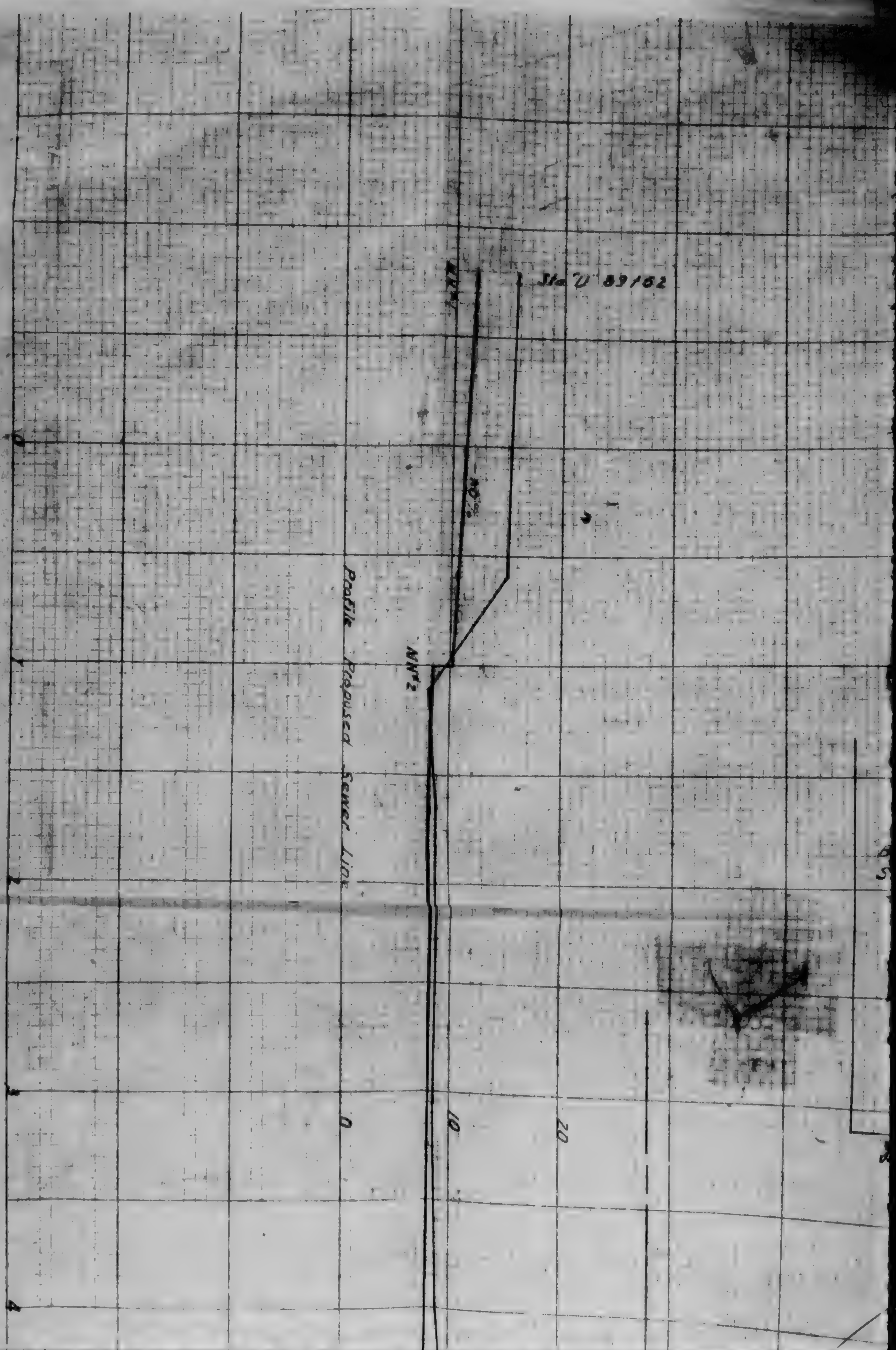
UNION AVE. & "S" LINE
MULTNOMAH COUNTY

SCALE 1" = 50'

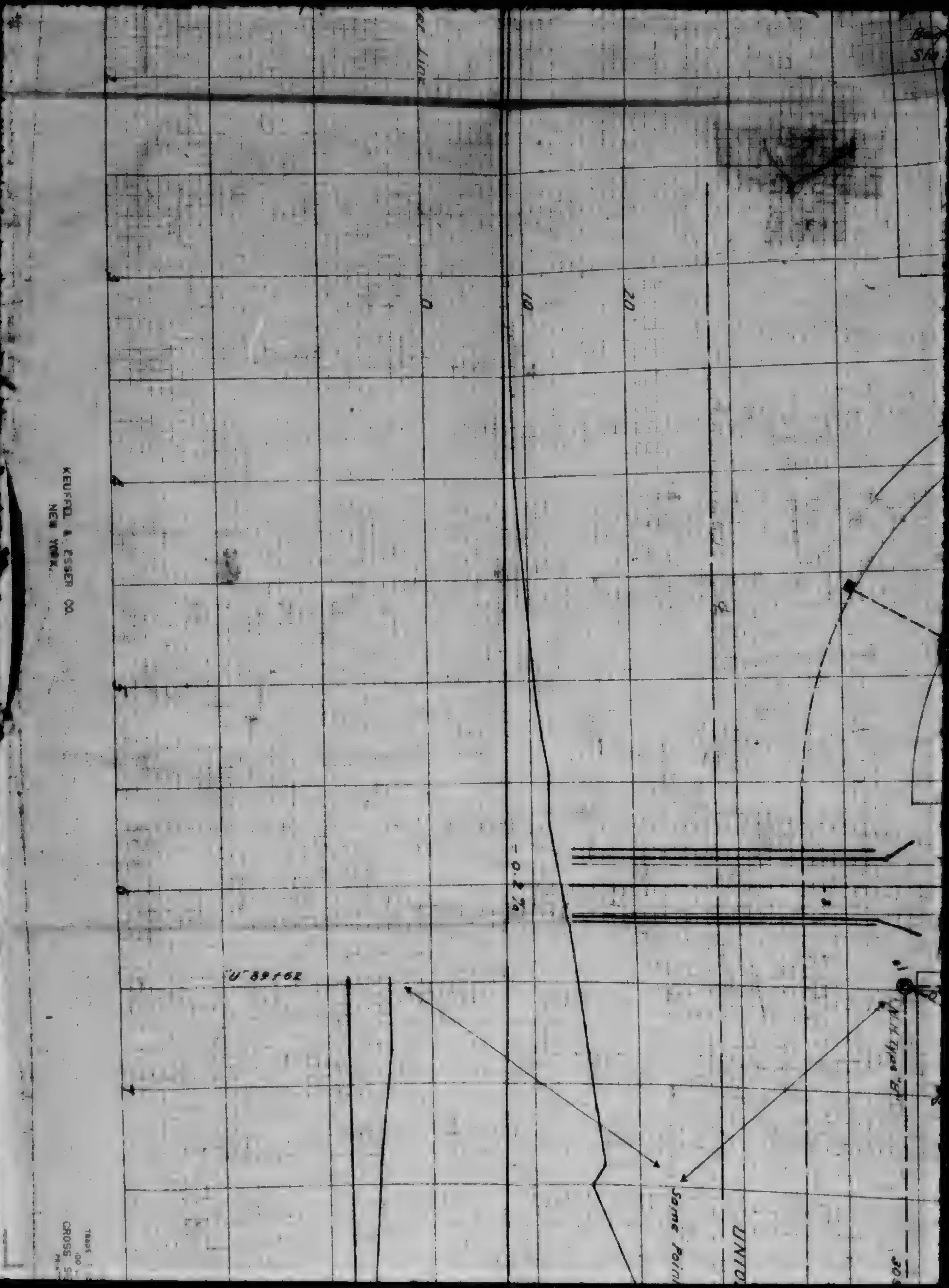
LOWELL A. JOHNSTON RES. ENG'R

SUMMARY

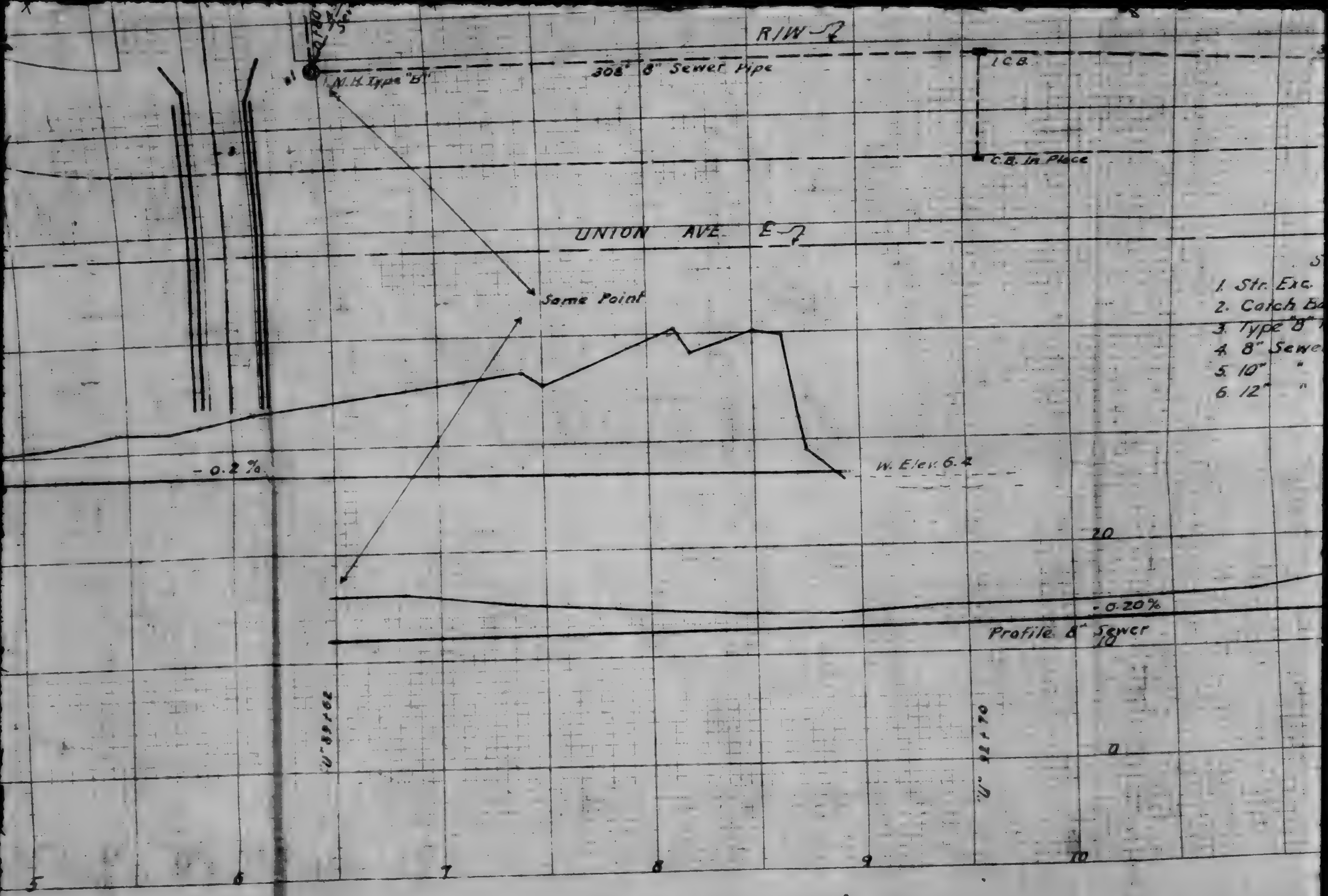
1. Str. Exc.	450	C.Y.
2. Catch Basins	2	Each
3. Type "B" Manhole	4	"
4. 8" Sewer Pipe	803	Lin. Ft.
5. 10" " "	366	" "
6. 12" " "	567	" "


Sta U 89+62
MH #
MH 2
Profile Proposed Sewer Line
0
10
20
0
1
2
3
4

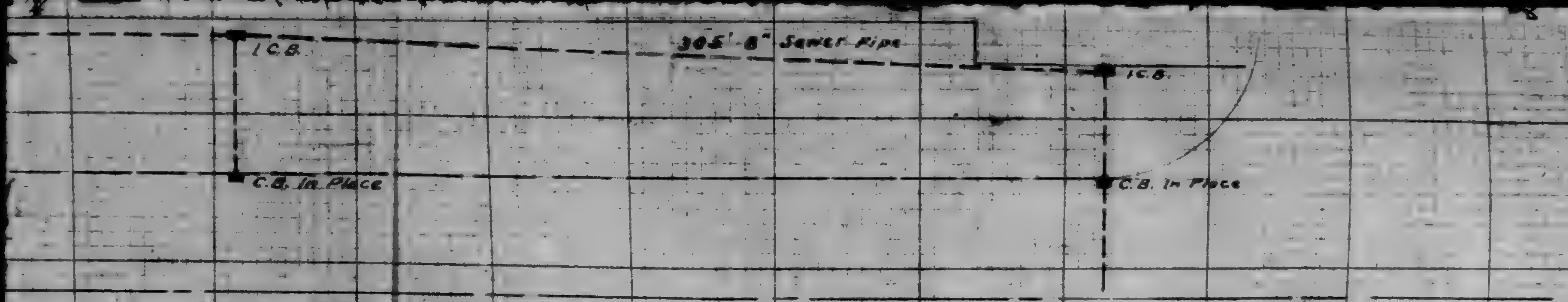
STANDARD
RAG PAPER
CROSS SECTION 10 X 10
PRINTED IN U.S.A.
KEUFFEL
NE



Line
0
10
20
-0.2%
"U" 89+62
Same Point
UNIO
M.H. Type "B"
308
KEUFFEL & ESSER CO.
NEW YORK.
CROSS S

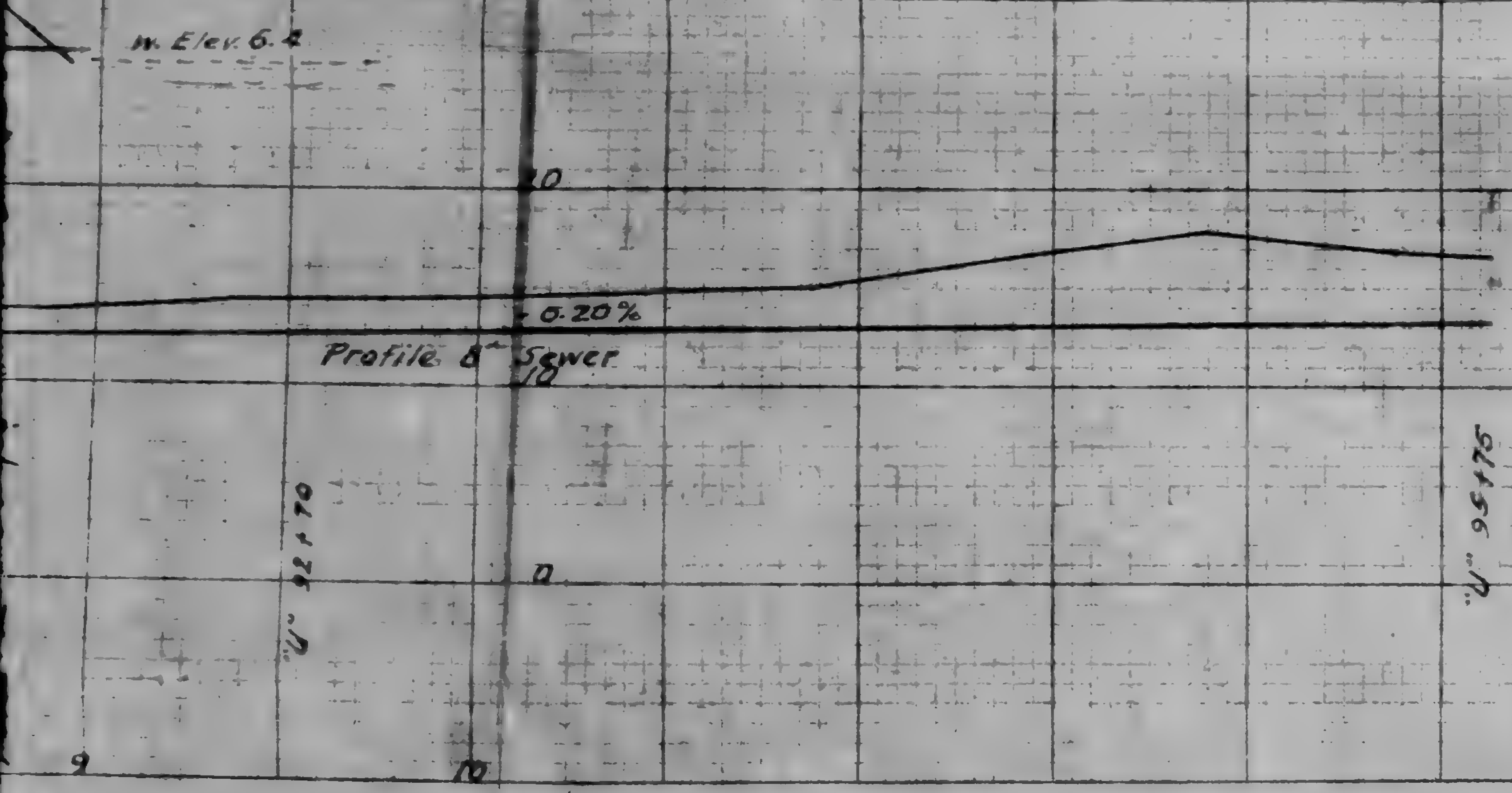

R/W
308' 8" Sewer Pipe
1 C.B.
C.B. In Place
M.H. Type "B"
UNION AVE E
Same Point
1. Str. Exc.
2. Catch Ba
3. Type "B"
4. 8" Sewe
5. 10" "
6. 12" "
- 0.2 %
W. Elev. 6.4
20
- 0.20%
Profile 8" Sewer
"U" 89+62
"U" 92+70
0
5
6
7
8
9
10

TRADE STANDARD MARK
100% RAG PAPER
CROSS SECTION 10 X 10
PRINTED IN U.S.A.


I.C.B.
305' 8" Sewer Pipe
I.C.B.
C.B. In Place
C.B. In Place

SUMMARY

1. Str. Exc.	450	C.Y.
2. Catch Basins	2	Each
3. Type "B" Manhole	4	"
4. 8" Sewer Pipe	803	Lin. Ft.
5. 10" " "	366	" "
6. 12" " "	567	" "


W. Elev. 6.4
20
- 0.20%
Profile 8" Sewer
10
0
"U" 92+70
"U" 95+75
9
10

KEUFFEL & ESSER CO.
NEW YORK.

RECEIVED
FOR FILING

U-130 (3)

3303

August 1, 1951

R. A. Heintz Construction Co.
211 N. E. Columbia Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 92 days, from June 30 to September 30, 1951, within which to complete your contract No. 3303 for grading and paving on the So. Unit, Denver Ave.-Columbia Slough Section of the Pacific Highway East in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
JUL 31 1951
FOR FILING

U-130(3)

3303

Salem, Oregon
July 27, 1951

Mr. H. G. Smith

I am returning herewith the file having reference to the claim of R. A. Heintz Construction Company for additional payment on our Contract No. 3303, Denver Avenue-Columbia Slough Section.

It is my opinion that Mr. Heintz has a valid claim, and I will be pleased to submit it to the State Highway Commission for consideration. I do not wish to do this, however, until the job is completed, as there might be additional claims, and, if so, they should all be handled at once. I believe this should hold forth on any contract, and the claim should not be considered until the project is completed. This, of course, does not hold on any matter that can be handled with a price agreement, but I question whether this particular claim can be handled as a price agreement.

Please advise Mr. Heintz that favorable consideration will be given to his claim, and you will please bring it to my attention again when the Heintz contract is completed.

W. C. Williams

WCW:ms

Encl.

RECEIVED
JUL [illegible] 1951
FOR FILING

[illegible]

3303

July 12, 1951

Oregon State Highway Commission

Request for extension of time
No. 12
July 16 and 17 meeting

Gentlemen:

Herewith is a request from the R. A. Heintz Construction Company for an extension of time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, from June 30, 1951 to September 30, 1951.

The embankment on one of the legs over the slough continually settled due to saturation and subsidence caused by rise in the river levels during the spring months. This saturation makes it necessary to await the drying of the fill materials before paving can be accomplished. The contractor also had difficulty in employing experienced blade operators for finishing this project, due to an extreme shortage of this type of operators in the Portland area.

I would recommend that the extension be granted without penalty. Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

ms

Encl.

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
JUL 9 1951
FOR FILING

U-130(3)

3303

July 3, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, Ore. U-130 (3), from June 30th, 1951 to September 30th, 1951, to E. A. Heintz Construction Co.

Contractor has requested an extension based on the following reasons:

1. Embankment on the E line over the slough kept settling due to saturation and subsidance caused by rise in the river levels during the spring months, making it necessary to await drying out of that area, before paving.
2. He has been unable to employ experienced blade operators for finishing due to extreme shortage of this type of operators in the Portland area.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

WWS:EAP:sh

cc H. G. Smith

RECEIVED
JAN 30 1951
FOR FILING

4-130 (3)

3303

January 24, 1951

R. A. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

Reference is made to your letter dated January 20, 1951, requesting verification of amounts due you as shown by Estimate No. 9, for work done to January 10, 1951, on the South Unit, Denver Avenue-Columbia Slough Section, State Highway Contract No. 3303.

Due on Estimate No. 9 for work done to January 10, 1951	$ 6,395.31
Retainage on contract at January 10, 1951	19,544.16

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: R. A. Heintz

R. A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: TRinity 1172

8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

January 20, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In connection with our annual audit, we should like for you to verify the correctness of the following balances shown by our books at the close of business December 31, 1950 in connection with our construction job at Portland known as Contract No. 3303 - South Unit, Denver Avenue - Columbia Slough:

Due on estimate No. 9 for work completed to January 10, 1951	$ 6,395.31 ✓
Retainage on contract at January 10, 1951	$ 19,544.16 ✓

A self-addressed stamped envelope is enclosed for your reply, and oblige.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO.

R. A. Heintz

By R. A. Heintz

EHT:mw
Encl.

RECEIVED
JAN 23 1951
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
9 - 1951
FOR FILING

3323

PORTLAND UNION STOCK YARDS COMPANY
NORTH PORTLAND, OREGON

W. E. WILLIAMS, PRESIDENT
DAVID F. HUNT, VICE-PRESIDENT

A. A. TIMS, SECRETARY-TREASURER
C. N. CURTIS, ASS'T SECRETARY-TREASURER

January 5, 1951

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Williams:

On behalf of the industries in this section of the city who recently called your attention to the delay in opening Union Avenue I want to thank you for the prompt attention which you gave to our request. You certainly made good on the promise contained in your letter of December 27th to have the highway open in 10 days as you actually beat your estimate. Traffic is now moving over Union Avenue and we want to again thank you for taking care of our request so promptly.

Yours very truly,

President

WEW/te

COPIES TO COMMISSIONERS

NOTED
W. C. WIL

RECEIVED
FOR FILING

December 27, 1950

Mr. W. H. Williams, President
Portland Union Stock Yards Company
North Portland, Oregon

Dear Mr. Williams:

Receipt is acknowledged of the petition signed by the various businessmen along North Union Avenue relative to inconvenience caused by the present construction on N. E. Union Avenue.

We are very sorry that the contractor on this section has been rather dilatory in his operations, and we have attempted to speed up his progress with all possible means. As the matter now stands, he is backfilling the structure at the north end of the Columbia Slough Bridge, and we expect to pave and open the section to traffic within the next 10 days. This will remove the principal obstruction.

It will still be necessary to construct the other half of the underpass near the outdoor theater, but traffic will have unrestricted use of two lanes of roadway which will be paved over the portion completed, and we do not believe that this will create any material congestion.

We sympathise with the inconvenience caused and assure you we will do all possible to expedite the contractor's progress and completion of this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM R-30 25M 1-50 37838

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 15, 1950

SUBJECT: Work on Columbia Boulevard in Portland

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

I am returning the letter of December 11 from businessmen using Columbia Boulevard and protesting against delay in the work in that section.

The contract for the entire project is held by R. A. Heintz, and the structures were subcontracted to the Valley Construction Company. The structure at the north end of the Columbia Slough Bridge is complete and is now being backfilled. One half of the structure near the outdoor theatre has been backfilled for a considerable period of time. R. A. Heintz is supposed to make the excavation through the embankment for the second half of this structure, and Valley Construction Company cannot start until this is done.

It seems that at the present time the delay is being occasioned by Heintz himself; however, Valley Construction Company have not pushed the work on the bridge near Columbia Slough as fast as they could have. We have taken this up with them several times and will do so again, to make sure that better progress is made.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

North Portland, Oregon
December 11, 1950

State Highway Commission
Salem
Oregon

Gentlemen:

The hundreds of persons required to travel along North Union Avenue as employees of the undersigned business concerns are being subjected to prolonged inconvenience and increased hazards in connection with the highway construction on Union Avenue westward from Columbia Boulevard. Truckers of livestock as well as the other commodities which make up the main business of the undersigned are seriously concerned about this situation.

For many weeks there has been no constructive road-building activity along much of the highway under contract, to the extent that idle equipment is showing advanced rusting on exposed surfaces.

The type of weather seems to have no bearing whatever upon the diligence of the contractor who appears to be very largely ignoring his responsibility to the public.

We are wondering if you are aware of this situation and we request your assistance in relieving what appears to us to be needless delay, risk and inconvenience, not only to our people, but to thousands of other motorists your traffic counts will show to be users of the highway in question.

Portland Livestock Exchange Robert L. Clark - President
Portland Union Stock Yds Co W. R. Williams President
Swift and Company E. W. [illegible]
Stauffer Chemical Company [illegible] Gen. Mgr.
Northwest Box Company E. L. Colver
MONARCH SHINGLE COMPANY G. M. Gotcher
WESTERN WAXED PAPER DIVISION
CROWN ZELLERBACH CORPORATION Geo. W. Donald
WESTERN GUMMED AND COATED PRODUCTS
CROWN ZELLERBACH CORPORATION A. T. Hammond
PACIFIC INTERNATIONAL
LIVESTOCK EXPOSITION Walter A. Holt, Gen. Mgr.

Final Paving & [illegible] (this job) Nov. 30

start back[illegible] on Dec 18 [illegible] approval [illegible] — yet

[illegible] 12-[illegible]-50

RECEIVED

RECEIVED
NOV 2[illegible] 1950
FOR FILING

[illegible]

[illegible]

November 17, 1950

R. A. Heintz Construction Co.
8101 N. E. Union Ave.
Portland 11, Oregon

Gentlemen:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of 240 days, from October 31, 1950 to June 30, 1951, within which to complete your contract No. 3303 for grading and paving on the South Unit, Denver Ave.-Columbia Slough Section of the Pacific Highway East in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

Lowell Johnston,
Resident Engineer

H. G. Smith

NOTED ON CARD

[illegible]

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NOV 2 - 1950
FOR FILING

[illegible]
3303

October 30, 1950

Request for extension of time
No. 2
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. A. Heintz Construction Co. for an extension of time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section, from October 31, 1950 to June 30, 1951.

The contractor encountered a 30-day delay due to awaiting the outcome of rising river water which indicated an extreme flood might occur. Another 30-day delay was caused by action of the Army engineers in directing that the excavation of the underpass at Columbia Slough be deferred pending the receding of high water in the Columbia River. These delays held up the grading portion of the contract until such time as it was deemed inadvisable to attempt the paving this fall.

I recommend that the extension be granted without penalty, and Mr. T. M. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours

R. H. Baldock
State Highway Engineer

Encl
cc Mr. W. C. Williams
 Mr. H. G. Smith

hi

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OCT 23 1950
FOR FILING

U-130(3)

October 20, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3303, South Unit, Denver Avenue-Columbia Slough Section, Ore. U-130 (3) from October 31, 1950 to June 30, 1951.

The Contractor encountered a 30 day delay due to awaiting the outcome of rising river water which indicated an extreme flood. Another 30 day delay was caused by action of the Army Engineers in directing of excavation of the underpass at Columbia Slough be deferred pending the receiving of high water in the Columbia River. These delays held up the grading portion of the contract until such a late date, and it is not deemed advisable to attempt the paving this fall.

I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED

FOR FILING

U-130 (3)

June 19, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith for your consideration and approval are copies of Order for Extra Work No. 1 covering the removal of compost materials etc., on the "S" Line, South Unit, Denver Avenue-Columbia Slough Section of the Pacific East Highway in Multnomah County, Contract No. 3303, in connection with Federal Aid Project No. U-130 (3).

This work was included in the Special Provisions of the contract as an Extra Work Item.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBF:ew

Encl.

RECEIVED
FOR FILING

Department of Comme
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 22, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon U-130(3)
Denver ~~Avenue~~-Columbia Slough

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

1946)

U.S. 23

State Oregon

Project No. U-130(3)

Federal-aid Urban

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of May, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 13th day of January, 1950, a program, which was approved on the 25th day of January, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 3rd day of March, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of two hundred thousand and 00/100 dollars ($200,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources (State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 85+00 near the junction with Schmeer Road Extension in the SE 1/4, Section 3, T. 1 N., R. 1 E., W.M., and survey station 111+76.73 in the NE 1/4 Section 10, T. 1 N., R. 1 E., W.M, without exception, length Urban 0.507 miles, in Multnomah County, being Oregon Federal-aid/ project No. U-130(3), consisting of 0.494 miles of roadway and two bridges, each of more than 20 feet clear span, 0.013 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of two hundred thousand and no/100 dollars ($200,000.00), which does not exceed the authorized Federal pro rata share of three hundred sixty-two thousand four hundred thirty-eight and 56/100 dollars ($362,438.56), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer
(Official or depository)
hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon
(Name)
of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)
Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest H B Glaisyer Jr
SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By M. R. Mc Guy
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

RECEIVED
APR 28 1950
FOR FILING

U-130(3)

[illegible]

April 27, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 24, 1950 on Contract No. 3303, South Unit, Denver Ave.-Columbia Slough Section, in connection with Federal Aid Project No. U-130 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
FOR FILING

April 21,1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the South Unit, Denver Avenue-Columbia Slough Section, Project No. U-130 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMH:gs

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. U-130 (3)

SOUTH UNIT, DENVER AVE.-COLUMBIA SLOUGH SECTION OF THE PACIFIC HIGHWAY EAST IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 13, 1950

Type Code 6201

Roadway (Sta. 85+00 to 111+76.73)

All Required		Clearing and Grubbing		$ 4,000.00
500	sq. yds.	Removal of Pavement	$ 1.00	500.00
3,000	lin. ft.	Removal of Curbs	0.50	1,500.00
1,000	lin. ft.	Salvaging Guard Rail	1.00	1,000.00
1,300	cu. yds.	Structural Excavation, Unclassified	3.50	4,550.00
108,000	cu. yds.	Embankment in Place	0.65	70,200.00
0.51	mile	Finishing Roadbed and Slopes	1,000.00	510.00
500	lin. ft.	8" Metal Drain Pipe, Coated	2.00	1,000.00
160	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.25	360.00
20	lin. ft.	12" Corr. Metal Pipe	2.50	50.00
170	lin. ft.	60" Corr. Metal Pipe	24.00	4,080.00
500	lin. ft.	12" Concrete Pipe	1.60	800.00
720	lin. ft.	18" Concrete Pipe	2.60	1,872.00
180	lin. ft.	18" Extra Strength Concrete Pipe	3.00	540.00
1	only	12" Metal Intake Screen	20.00	20.00
340	lin. ft.	8" Sewer Pipe	0.90	306.00
20	cu. yds.	Rock or Gravel Backfill in Drains	4.00	80.00
30	lin. ft.	Salvaging Culvert Pipe	3.00	90.00
20	only	Concrete Catch Basins	75.00	1,500.00
2	only	Type "B" Manholes	250.00	500.00
320	cu. yds.	Concrete Curbs and Gutters	40.00	12,800.00
180	only	3/4" x 18" Dowel Bars	0.25	45.00
140	sq. yds.	Concrete Walks	3.25	455.00
680	lin. ft.	Expansion Joints in Walks	0.25	170.00
280	cu. yds.	Concrete Median Strips	35.00	9,800.00
All Required		Recesses for Traffic Control Markers		500.00
1,400	cu. yds.	1½" - 0" Material in Pervious Foundation	3.00	4,200.00
19,000	cu. yds.	3" - 0" Material in Base	1.40	26,600.00
3,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	11,050.00
500	M-gal.	Sprinkling	2.50	1,250.00
440	cu. yds.	3/4" - 0" Material in Binder Course	3.25	1,430.00
12,000	tons	Class "B" Asphaltic Concrete	5.35	64,200.00

50	tons	Emulsified Asphalt in Seal Coat	$ 38.00	$ 1,900.00
300	cu. yds.	Aggregate in Seal Coat	3.50	1,050.00
1,600	cu. yds.	Excavating and Placing Topsoil	1.00	1,600.00
0.50	acre	Preparing Soil and Seeding	650.00	325.00
10,800	only	Planting St. Johnswort Plants	0.153	1,652.40
20	units	Depositing and Spreading Mulch	7.50	150.00
44	lbs.	Grass Seed, Highland Bent	1.15	50.60
72	lbs.	Grass Seed, Creeping Red Fescue	0.80	57.60
8	cwt.	Inorganic Fertiliser	4.50	36.00
20	units	Mulch Material	6.00	120.00
10	cu. yds.	Class "A" Concrete	55.00	550.00
1,000	lbs.	Metal Reinforcement	0.09	90.00
All Required		Electrical Work		10,500.00
70	tons	RC-3 Asphalt in Binder Course	36.00	2,520.00
			Subtotal	$246,559.60
			10% Engr. & Cont.	24,655.96
			Total	$271,215.56

Type Code X223

Overcrossing Structure (Sta. 88+97.5 to 89+30.34)

190	cu. yds.	Excavation for Structures	$ 7.50	$ 1,425.00
10	cu. yds.	Excavation Below Elevations Shown	20.00	200.00
3,300	lin. ft.	Furnish Treated Piling	1.25	4,125.00
76	only	Drive Piles	50.00	3,800.00
440	cu. yds.	Class "A" Concrete	55.00	24,200.00
75,000	lbs.	Metal Reinforcement	0.09	6,750.00
				$ 40,500.00

Overcrossing Structure (Sta. 110+90.15 to 111+23.21)

3,600	lin. ft.	Furnish Treated Piling	$ 1.25	$ 4,500.00
83	only	Drive Piles	50.00	4,150.00
480	cu. yds.	Class "A" Concrete	55.00	26,400.00
82,000	lbs.	Metal Reinforcement	0.09	7,380.00
				$ 42,430.00
			Subtotal	$ 82,930.00
			10% Engr. & Cont.	8,293.00
			Total	$ 91,223.00

Length of Roadway	0.494 mile
Length of Structures	0.013 mile
Total Length	0.507 mile
Cost per mile, Roadway	$549,019.35

SUMMARY OF FUNDS

Description	Total Cost	Urban Funds	State Funds
Roadway	$271,215.56	$149,662.00	$121,553.56
Structures	91,223.00	50,338.00	40,885.00
	$362,438.56	$200,000.00	$162,438.56

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maintenance: Chap. 529, laws 1939

March 3, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing seven copies of plan title sheet, revised to show section lines, for the South Unit, Denver Ave.-Columbia Slough Section, Project No. U-130 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

Encl.

March 2, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the South Unit-Denver Ave.-Columbia Slough Section, Project No. U-130 (3), which estimate has been revised to include the item of "Electrical Work."

Also is enclosed one full size print of the plans title sheet revised to show section lines. Small scale prints of this sheet will be mailed to you tomorrow.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. U -130 (3)

SIXTH UNIT, DENVER AVE.-COLUMBIA SLOUGH SECTION
OF THE PACIFIC HIGHWAY EAST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 2, 1950

Type Code 6201

Roadway (Sta. 85+00 to 111+76.73)

All Required		Clearing and Grubbing		$ 1,000.00
500	sq. yds.	Removal of Pavement	$ 0.60	300.00
3,000	lin. ft.	Removal of Curbs	0.35	1,050.00
1,000	lin. ft.	Salvaging Guard Rail	1.00	1,000.00
1,300	cu. yds.	Structural Excavation, Unclassified	3.00	3,900.00
108,000	cu. yds.	Embankment in Place	0.70	75,600.00
0.51	mile	Finishing Roadbed and Slopes	1,000.00	510.00
500	lin. ft.	8" Metal Drain Pipe, Coated	1.80	900.00
160	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	320.00
20	lin. ft.	12" Corr. Metal Pipe	2.00	40.00
170	lin. ft.	60" Corr. Metal Pipe	24.00	4,080.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
720	lin. ft.	18" Concrete Pipe	3.50	2,520.00
180	lin. ft.	18" Extra Strength Concrete Pipe	3.75	675.00
1	only	12" Metal Intake Screen	1.00	1.00
340	lin. ft.	8" Sewer Pipe	1.00	340.00
20	cu. yds.	Rock or Gravel Backfill in Drains	5.00	100.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Catch Basins	65.00	1,300.00
2	only	Type "B" Manholes	200.00	400.00
320	cu. yds.	Concrete Curbs and Gutters	45.00	14,400.00
180	only	3/4" x 18" Dowel Bars	0.50	90.00
140	sq. yds.	Concrete Walks	3.50	490.00
680	lin. ft.	Expansion Joints in Walks	0.20	136.00
280	cu. yds.	Concrete Median Strips	40.00	11,200.00
All Required		Recesses for Traffic Control Markers		100.00
1,400	cu. yds.	1½" - 0" Material in Pervious Foundation	2.50	3,500.00
19,000	cu. yds.	3" - 0" Material in Base	1.75	33,250.00
3,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	8,500.00
500	M-gal.	Sprinkling	3.00	1,500.00
440	cu. yds.	3/4" - 0" Material in Binder Course	3.50	1,540.00

12,000	tons	Class "B" Asphaltic Concrete	$ 5.75	$ 69,000.00
50	tons	Emulsified Asphalt in Seal Coat	40.00	2,000.00
300	cu. yds.	Aggregate in Seal Coat	4.00	1,200.00
1,600	cu. yds.	Excavating and Placing Topsoil	1.50	2,400.00
0.50	acre	Preparing Soil and Seeding	250.00	125.00
10,800	only	Planting St. Johnswort Plants	0.15	1,620.00
20	units	Depositing and Spreading Mulch	8.00	160.00
44	lbs.	Grass Seed, Highland Bent	1.00	44.00
72	lbs.	Grass Seed, Creeping Red Fescue	0.75	54.00
8	cwt.	Inorganic Fertilizer	4.00	32.00
20	units	Mulch Material	4.00	80.00
10	cu. yds.	Class "A" Concrete	55.00	550.00
1,000	lbs.	Metal Reinforcement	0.10	100.00
All Required		Electrical Work		10,000.00
70	tons	RC-3 Asphalt in Binder Course	34.00	2,380.00
86	tons	RT-4 Tar in Binder Course	25.00	(Alternate)
			Subtotal	$259,547.00
			10% Engr. & Cont.	25,954.70
			Total	$285,501.70

Type Code X223

88+97.5 to 30.3

Overcrossing Structure (Sta. [illegible] to 111+76.73)

190	cu. yds.	Excavation for Structures	$ 5.00	$ 950.00
10	cu. yds.	Excavation Below Elevations Shown	10.00	100.00
3,300	lin. ft.	Furnish Treated Piling	1.50	4,950.00
76	only	Drive Piles	45.00	3,420.00
440	cu. yds.	Class "A" Concrete	55.00	24,200.00
75,000	lbs.	Metal Reinforcement	0.10	7,500.00
				$ 41,120.00

Overcrossing Structure (Sta. 110+90.15 to 111+23.21)

3,600	lin. ft.	Furnish Treated Piles	$ 1.50	$ 5,400.00
83	only	Drive Piles	45.00	3,735.00
480	cu. yds.	Class "A" Concrete	55.00	26,400.00
82,000	lbs.	Metal Reinforcement	0.10	8,200.00
				$ 43,735.00
			Subtotal	$ 84,855.00
			10% Engr. & Cont.	8,485.50
			Total	$ 93,340.50

Length of Roadway	0.494 mile
Length of Structures	0.013 mile
Total Length	0.507 mile
Cost per mile, Roadway	$555,671.45

SUMMARY OF FUNDS

Description	Total Cost	Urban Funds	State Funds
Roadway	$285,501.70	$150,723.00	$134,778.70
Structures	93,340.50	49,277.00	44,063.50
	$378,842.20	$200,000.00	$178,842.20

February 28, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the South Unit, Denver Avenue-Columbia Slough Section, Project No. UI-130 (3).

Six bid proposals and one set of full scale plans for this project were sent to you yesterday. One additional set of full scale plans are being sent today.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Urban
Project No. UI-130 (3)

SOUTH UNIT, DENVER AVE.-COLUMBIA SLOUGH SECTION
OF THE PACIFIC HIGHWAY EAST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 28, 1950

Type Code 6201

Roadway (Sta. 85+00 to 111+76.73)

All Required		Clearing and Grubbing		$ 1,000.00
500	sq. yds.	Removal of Pavement	$ 0.60	300.00
3,000	lin. ft.	Removal of Curbs	0.35	1,050.00
1,000	lin. ft.	Salvaging Guard Rail	1.00	1,000.00
1,300	cu. yds.	Structural Excavation, Unclassified	3.00	3,900.00
108,000	cu. yds.	Embankment in Place	0.70	75,600.00
0.51	mile	Finishing Roadbed and Slopes	1,000.00	510.00
500	lin. ft.	8" Metal Drain Pipe, Coated	1.80	900.00
160	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	320.00
20	lin. ft.	12" Corr. Metal Pipe	2.00	40.00
170	lin. ft.	60" Corr. Metal Pipe	24.00	4,080.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
720	lin. ft.	18" Concrete Pipe	3.50	2,520.00
180	lin. ft.	18" Extra Strength Concrete Pipe	3.75	675.00
1	only	12" Metal Intake Screen	1.00	1.00
340	lin. ft.	8" Sewer Pipe	1.00	340.00
20	cu. yds.	Rock or Gravel Backfill in Drains	5.00	100.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Catch Basins	65.00	1,300.00
2	only	Type "B" Manholes	200.00	400.00
320	cu. yds.	Concrete Curbs and Gutters	45.00	14,400.00
180	only	3/4" x 18" Dowel Bars	0.50	90.00
140	sq. yds.	Concrete Walks	3.50	490.00
680	lin. ft.	Expansion Joints in Walks	0.20	136.00
280	cu. yds.	Concrete Median Strips	40.00	11,200.00
All Required		Recesses for Traffic Control Markers		100.00
1,400	cu. yds.	1½" - 0" Material in Pervious Foundation	2.50	3,500.00
19,000	cu. yds.	3" - 0" Material in Base	1.75	33,250.00
3,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	8,500.00

Oregon State Highway Department

Federal Aid Urban
Project No. UI-130 (3)

SOUTH UNIT, DENVER AVE.-COLUMBIA SLOUGH SECTION OF THE PACIFIC HIGHWAY EAST IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 28, 1950

Type Code 6201

Roadway (Sta. 85+00 to 111+76.73)

All Required		Clearing and Grubbing		$ 1,000.00
500	sq. yds.	Removal of Pavement	$ 0.60	300.00
3,000	lin. ft.	Removal of Curbs	0.35	1,050.00
1,000	lin. ft.	Salvaging Guard Rail	1.00	1,000.00
1,300	cu. yds.	Structural Excavation, Unclassified	3.00	3,900.00
108,000	cu. yds.	Embankment in Place	0.70	75,600.00
0.51	mile	Finishing Roadbed and Slopes	1,000.00	510.00
500	lin. ft.	8" Metal Drain Pipe, Coated	1.80	900.00
160	lin. ft.	8" Perforated Metal Drain Pipe, Coated	2.00	320.00
20	lin. ft.	12" Corr. Metal Pipe	2.00	40.00
170	lin. ft.	60" Corr. Metal Pipe	24.00	4,080.00
500	lin. ft.	12" Concrete Pipe	2.00	1,000.00
720	lin. ft.	18" Concrete Pipe	3.50	2,520.00
180	lin. ft.	18" Extra Strength Concrete Pipe	3.75	675.00
1	only	12" Metal Intake Screen	1.00	1.00
340	lin. ft.	8" Sewer Pipe	1.00	340.00
20	cu. yds.	Rock or Gravel Backfill in Drains	5.00	100.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Catch Basins	65.00	1,300.00
2	only	Type "B" Manholes	200.00	400.00
320	cu. yds.	Concrete Curbs and Gutters	45.00	14,400.00
180	only	3/4" x 18" Dowel Bars	0.50	90.00
140	sq. yds.	Concrete Walks	3.50	490.00
680	lin. ft.	Expansion Joints in Walks	0.20	136.00
280	cu. yds.	Concrete Median Strips	40.00	11,200.00
All Required		Recesses for Traffic Control Markers		100.00
1,400	cu. yds.	1½" - 0" Material in Pervious Foundation	2.50	3,500.00
19,000	cu. yds.	3" - 0" Material in Base	1.75	33,250.00
3,400	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	8,500.00

500	M-gal.	Sprinkling	$ 3.00	$ 1,500.00
440	cu. yds.	3/4" - 0" Material in Binder Course	3.50	1,540.00
12,000	tons	Class "B" Asphaltic Concrete	5.75	69,000.00
50	tons	Emulsified Asphalt in Seal Coat	40.00	2,000.00
300	cu. yds.	Aggregate in Seal Coat	4.00	1,200.00
1,600	cu. yds.	Excavating and Placing Topsoil	1.50	2,400.00
0.50	acre	Preparing Soil and Seeding	250.00	125.00
10,800	only	Planting St. Johnswort Plants	0.15	1,620.00
20	units	Depositing and Spreading Mulch	8.00	160.00
44	lbs.	Grass Seed, Highland Bent	1.00	44.00
72	lbs.	Grass Seed, Creeping Red Fescue	0.75	54.00
8	cwt.	Inorganic Fertilizer	4.00	32.00
20	units	Mulch Material	4.00	80.00
10	cu. yds.	Class "A" Concrete	55.00	550.00
1,000	lbs.	Metal Reinforcement	0.10	100.00
70	tons	RC-3 Asphalt in Binder Course	34.00	2,380.00
86	tons	RT-4 Tar in Binder Course	28.00	(Alternate)
			Subtotal	$249,547.00
			10% Engr. & Cont.	24,954.70
			Total	$274,501.70

Type Code X223

88+97.5 89+30.34

Overcrossing Structure (Sta. ~~85+00~~ to ~~111+76.73~~)

190	cu. yds.	Excavation for Structures	$ 5.00	$ 950.00
10	cu. yds.	Excavation Below Elevations Shown	10.00	100.00
3,300	lin. ft.	Furnish Treated Piling	1.50	4,950.00
76	only	Drive Piles	45.00	3,420.00
440	cu. yds.	Class "A" Concrete	55.00	24,200.00
75,000	lbs.	Metal Reinforcement	0.10	7,500.00
				$ 41,120.00

Overcrossing Structure (Sta. 110+90.15 to 111+23.21)

3,600	lin. ft.	Furnish Treated Piles	$ 1.50	$ 5,400.00
83	only	Drive Piles	45.00	3,735.00
480	cu. yds.	Class "A" Concrete	55.00	26,400.00
82,000	lbs.	Metal Reinforcement	0.10	8,200.00
				$ 43,735.00
			Subtotal	$ 84,855.00
			10% Engr. & Cont.	8,485.50
			Total	$ 93,340.50

Length of Roadway	0.494 mile
Length of Structures	0.013 mile
Total Length	0.507 mile
Cost per mile, Roadway	$555,671.45

SUMMARY OF FUNDS

Description	Total Cost	Urban Funds	State Funds
Roadway	$274,501.70	$149,250.00	$125,251.70
Structures	93,340.50	50,750.00	42,590.50
	$367,842.20	$200,000.00	$167,842.30

SOUTH UNIT, DENVER AVENUE-COLUMBIA SLOUGH SECTION

PROJECT NO. UI-130 (3)

While negotiations for rights of way are in progress, two parcels have not been acquired nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within twenty days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

February 28, 1950

March 9, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision pages numbers 3, 50 and 51 and bid item sheet number 1 for the South Unit, Denver Avenue-Columbia Slough Section, Project No. U-130(3).

On special provision page 3, one additional paragraph is added under the subhead "Areas To Be Cleared and Grubbed," and an additional specification under the subhead "Embankment Construction By Another Contractor" has been added on special provision pages 50 and 51. On bid item sheet number 1, item 5 has been corrected to read "cubic yards."

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. U-130(3), South Unit, Denver Avenue - Columbia Slough Section of the Pacific Highway East, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Please correct the stations shown for the structures on the estimate and show the cost of State furnished plants, nosing lights and mercury vapor lamps as non-participating items.

We are authorizing advertising of this project, however, our concurrence in award will be withheld pending approval of the Plans, Specifications and Estimate by the Division Engineer and also pending receipt of advice that all rights of way or rights of entry have been obtained.

Very truly yours,

T.M.Davis
T. M. DAVIS
District Engineer

RECEIVED
APR 25 1950
FOR FILING

FORM E-30 25M 9-49 34693

[illegible]

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Portland, Oregon
April 14th, 1950

SUBJECT:

Smith
You may advise Skelton this is ok.

To: Mr. W. C. Williams
Assistant State Highway Engineer
Salem, Oregon

Dear Sir:

I am enclosing herewith original copy of a letter dated April 14th from the R. A. Heintz Construction Company, and confirming the recent verbal request from R. A. Heintz that the fill material that was to go on the South Unit of the Denver Avenue-Columbia Slough project from the Tillamook Street-Steel Bridge contract be placed south of Columbia Slough, rather than on Heintz's contract, and that he be authorized to make the entire fill on his section under his contract price. In discussing this matter with you recently, you suggested that I secure a letter from Mr. Heintz, confirming this request, and agreeing that no claim will be made against the State Highway Commission by reason of the change in quantities of fill material.

As nearly as we can determine at the present time some 33,000 cubic yards of material will be hauled from Montag's job to the Union Avenue fill. In Montag's contract we call for widening of N.E. Union Avenue between Columbia Boulevard and Gertz Road with this material, payment to be made on a truck haul basis. Montag has already cleared the area south of the Columbia Slough bridge on a Force Account basis at a cost to us of around $2,500.00. While Montag has indicated he would do what he could to cooperate with Heintz in placing the material where required north of the Columbia Slough bridge, it is believed that difficulty would be experienced in coordinating the work of the two contractors, and that this could well cause serious delay in the completion of Heintz's contract. There would also be a definite advantage to us in having the bulk of the fill widening done south of Columbia Slough, as this would permit time for complete settlement of this fill before the surfacing was placed on it.

I would recommend that favorable consideration be given to the request from R. A. Heintz Construction Company.

Yours very truly,

A. G. Skelton
A. G. SKELTON
Division Engineer

AGS:w
Encl.
cc: H. G. Smith

A. HEINTZ CONSTRUCTION CO.

Highway and General Contractors

PHONE: TRinity 1172

8101 N. E. UNION AVENUE
PORTLAND 11, OREGON

April 14, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Commission
Portland, Oregon

Dear Mr. Skelton:

Confirming our recent telephone conversation with reference to the earth fill to be supplied by Montag on our South Unit, Denver Avenue-Columbia Slough job, we hereby formally request that inasmuch as additional work is contemplated in areas South of the Columbia Slough, Montag be directed to place his fill material from the Tillamook Street-Broadway Bridge Project in such available areas South of the Columbia Slough rather than on our project.

We hereby agree that no claim will be made against the State Highway Commission for increase in contract unit price by reason of any changed quantities resulting from this requested change in disposition of Montag fill material.

The above change is requested to facilitate our prosecution of the work and will eliminate controversies or delays which might be occasioned in synchronizing the activities of Montag and our production schedules.

Very truly yours,

R. A. HEINTZ CONSTRUCTION CO.

Ace Heintz

By Ace Heintz

EHT:mw

RECEIVED
APR [illegible]
FOR FILING

U-130(3)

[illegible]

1809

April 5, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of March 29 relative to Oregon Project No. U-130 (3), South Unit, Denver Avenue-Columbia Slough Section of the Pacific Highway East, particularly as regards access.

In the acquisition of right of way for this section we have an entire restriction of access to Union Avenue itself, except at the traffic interchanges. This means that all traffic can reach Union Avenue only by means of a service road, and such service roads are connected only at proper strategic locations. I consider this as strict a control of access as can be acquired and urgently recommend that the construction of all the service roads indicated on the plans be approved, in order that such restriction of access may be adequately controlled.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1950

SUBJECT: Your Assignment 1809

To: Mr. W. C. Williams
Ass't. State Highway Engineer

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

This is in answer to your assignment 1809, referred to Mr. Cooper which relates to Tom Davis's letter of March 29, 1950, regarding Oregon Project U-130 (3), So. Unit, Denver Avenue-Columbia Slough Section of 99E.

Access has not been controlled on the legs which make up the service roads and outer highways of this project; however, it is the only means that the Portland Auto and Trailer Court has of getting to either Vancouver or Portland and I understand that it is the only way that northbound traffic on Vancouver Avenue can enter Union Avenue.

It would seem that all this work is appurtenant to the improvement of Union Avenue but access has not been restricted except on Union Avenue itself.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

(In duplicate)

cc - S. N. Mayhew

ASSIGNMENT

No. 1809
By

March 30, 1950

Description: Tom Davis' letter of 3-29-50 re Oregon Project U-130 (3), So. Unit, Denver Ave.-Columbia Slough Section of 99E

Acknowledged by _____ Referred to Cooper ___________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature
____

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks: **Haven't we obtained waiver of access on all property except at stipulated points?**

WCW

4-3-50 me

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

March 29, 1950

NOTED
W. C. WILLIAMS

RECEIVED
MAR 31 1950
LEGAL DEPT.

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Our Washington Office has advised that plans for Oregon Project No. U-130(3), South Unit, Denver Avenue - Columbia Slough Section of the Pacific Highway East, are considered satisfactory. However, in their memorandum of March 20, 1950 to Western Headquarters, they made further comment in reply to our request for their opinion as to the eligibility of service roads "D", "S", and "E" for Federal participation as follows:

"It is our opinion that the sections of these roads adjacent to the main facility as part of the interchange ramps are without question eligible for participation. The remaining sections which are somewhat removed from the main facility should be eligible for participation only if the improvement of these service roads will provide control of access for the main facility. If these roads in no way affect the control of access along the main facility, it is our opinion that Federal funds should not be used to participate in the cost of their improvement. We fail to see how the improvement of the local roads located so far from the main road can affect the control of access on the latter. The private property, in some cases 1000 feet wide, lying between the main road and the service roads fronts on the main road. The main road is an existing one and the right to deny access to present abutters because another road about 1000 feet away is improved is a right that the State probably does not possess. Of course the State might enter into contracts with all property owners to give up access rights to the main road and agree to improve the remote service roads. If the State has the right to do this and does it then it can be assumed that the improvement of the remote service roads contributes to the obtainment of control of access and participation with Federal aid is appropriate. The plans are not clear but it seems that at some locations the property between the main road and service road is divided so that part of it fronts on the main road and part on the service road. Where this is not the case there may be no legal barrier to later dividing this property in such manner that part of it will have frontage on the main road only. In either case the State, if it has no legal authority to deny access to the main road, will have to construct adjacent frontage roads anyway to control access."

As stated above, to establish the eligibility of sections of the service roads that are somewhat removed from the main facility, it will be necessary to show that improvement of these service roads will provide control of access for the main road.

It is requested that you, at your earliest convenience, advise us concerning the power the State has in this regard. We would also like to know whether or not the State has entered into or considers entering into agreements with owners of abutting properties, denying them access to the main road upon improvement of the proposed service roads.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAR 30 1950
STATE HIGHWAY COMMISSION

RECEIVED
APR 10 1950
FOR FILING

4-130 (3)

3303

April 10, 1950

R. A. Heintz Construction Co.
8101 N. E. Union Avenue
Portland 11, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3303 which was awarded to you on March 21, 1950 by the State Highway Commission, covering the South Unit, Denver Ave.-Columbia Slough Section of the Pacific Highway East in Multnomah County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 4/10, gl

RECEIVED
MAR 24 1950
FOR FILING

U-13-(2)

3303

March 24, 1950

R. A. Heintz Construction Company
8101 N. E. Union Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on March 21, 1950 awarded you the contract for grading and paving, construction of two reinforced concrete grade separation structures, landscaping and roadway lighting on the South Unit, Denver-Avenue-Columbia Slough Section of the Pacific Highway East (N. E. Union Avenue), in Multnomah County. This award was based on your low bid of $329,489.60 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - Mark Astrup

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FOR FILING

DEPART[illegible] COMMERCE

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 21, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in the award of contract on Oregon Project No. U-130(3), South Unit, Denver Avenue - Columbia Slough Section of the Pacific Highway East (N.E. Union Avenue) to R. A. Heintz Construction Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Jen

RECEIVED
FEB 10 1950
FOR FILING

OREGON DISTRICT
U-150(5)
3303

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

February 5, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The addition of item 14, Project U-150(5), Columbia Slough to Schmeer Road Extension in the Portland Urban area to the Postwar Federal Aid Urban Highway Program is approved effective January 25, 1950. This action was requested in your letter of January 15, 1950.

The item will appear on the program as follows:

Item No.	14
County	Multnomah
Project No.	U-150(5)
Route No. (F.A.)	26
Route No. (State)	99E
Termini:	Columbia Slough to Schmeer Road Extension
Estimated Project Cost:	
Total	$450,000
Federal Funds	200,000
State Funds	250,000
Length	0.50 mile
Character of Work Proposed	Grading, draining, 2 overpass structures, 4-lane high-type pavement.

Copy to Robert.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

W. C. WILLIAMS

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FOR FILING

UI-130 (3)

[illegible]

January 13, 1950

Mr. W. H. Lynch
Division Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

I am furnishing you herein information additional and incidental to our telephone conversation of this date relative to Oregon Urban Postwar Project UI-130 (3), the Gertz Road to Columbia Boulevard Section of Union Avenue.

Reviewing this matter briefly, the project which we are attempting to now place under contract extends from the Columbia Slough Bridge northward to a point sufficiently north of Gertz Road to permit traffic interchanges for Schmeer Road, Gertz Road, and the outdoor theater and midget race track area. The estimated cost of this work is approximately $450,000. To construct that section from the Columbia Slough, including the bridge, southward to Columbia Boulevard will cost $275,000, and we do not have the money in the current program to do this work.

We have so designed the facility that we feel there is no immediate hazard by reason of the narrow bridge, and this has been fully explained in previous correspondence with Mr. Davis, which correspondence was accompanied by a detailed layout sketch. We feel it quite urgent to get the present project under contract as soon as possible, and we will appreciate your very early approval. I will recommend to the State Highway Commission that the Columbia Slough Bridge be widened and the balance of the improvement completed from Columbia Slough to Columbia Boulevard just as soon as additional urban funds are available. We realize the necessity of completing the improvement and certainly we will do everything possible to see that the project is completed at the earliest possible time.

I will also place this matter on the agenda at the February 6 meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc T. M. Davis, W. C. Williams, H. B. Glaisyer (file attached "Const. Fed. Aid, Post war Proj.")

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JAN 11
FOR FILING

11-130(2)

5303

January 10, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: South Unit, Denver Avenue-Columbia
Slough Section in Multnomah County

Reference is made to your question as to the advisability of postponing the construction of the north ramp which will connect the lower roadway to Union Avenue at the north end of the Columbia Slough bridge.

In the next project, which will extend from Columbia Slough to Columbia Boulevard, it will be necessary to widen the existing bridge over Columbia Slough. In the widening of this structure, the south abutment will extend into the area which would be occupied by the fill slopes of the ramp. These fill slopes, if allowed to take their natural slope, would extend into the channel of Columbia Slough and will require special treatment, either hand-placed rock slope or a retaining wall of some type. If this work were done now, some part of it would be destroyed by the widening of the north abutment of the slough bridge. It is intended that the next unit of the Union Avenue project will be programmed at an early date and that the minor inconvenience of not having this ramp at this time will be outweighed by the additional cost and interference with future construction which would occur if the work were done at this time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

FOR FILING

File

December 9, 1949

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Four sets of maps, roll profiles and typical cross-sections for the South Unit of the Denver Avenue-Columbia Slough Section of Pacific Highway East are being sent to you today for your advance study and for forwarding to your Washington Office if considered necessary.

The maps being sent include a showing of traffic movements.

We would like, if possible, to have this project cleared in time for receiving bids on February 6.

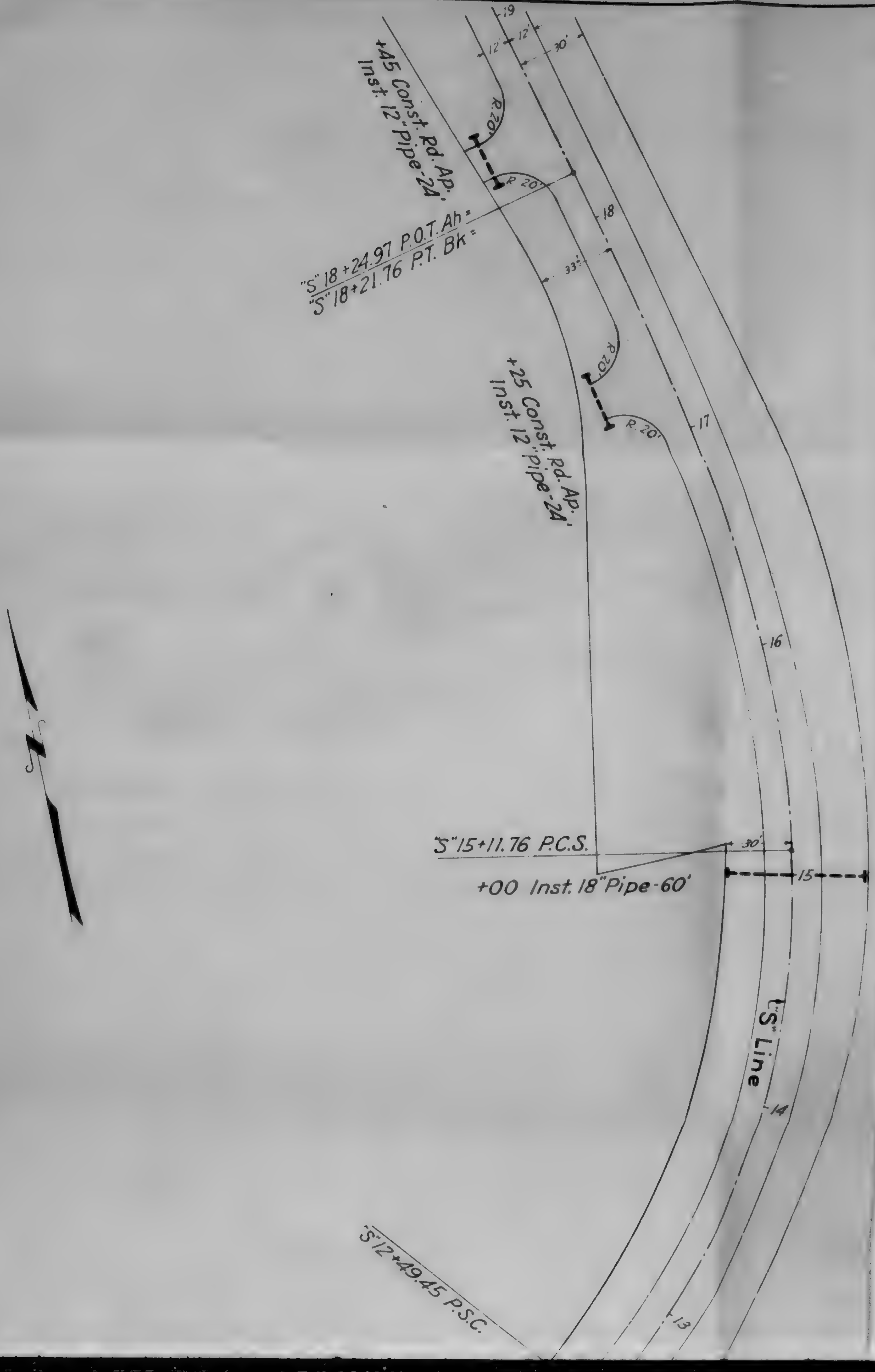
Very truly yours,

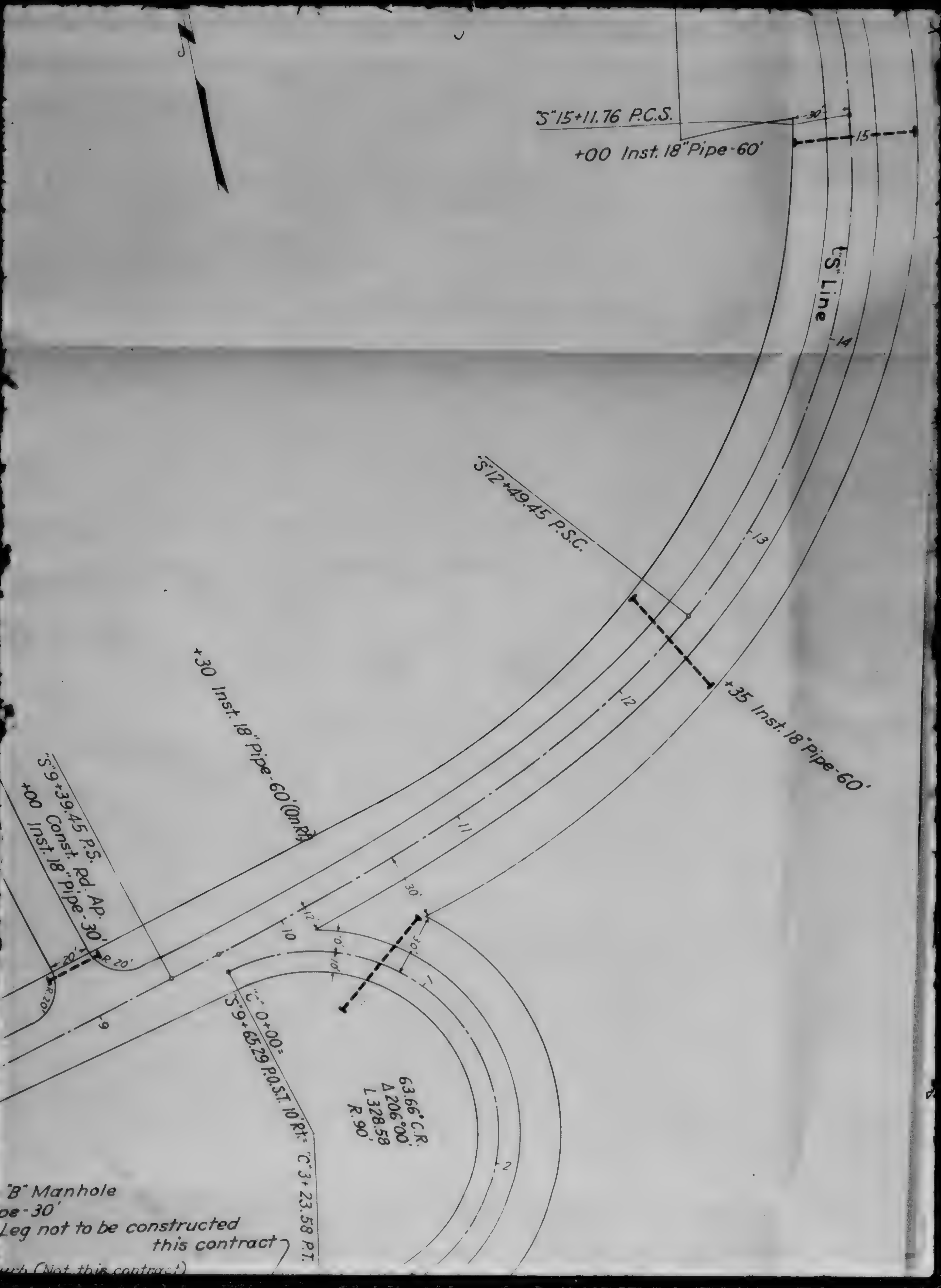
R. H. Baldock
State Highway Engineer

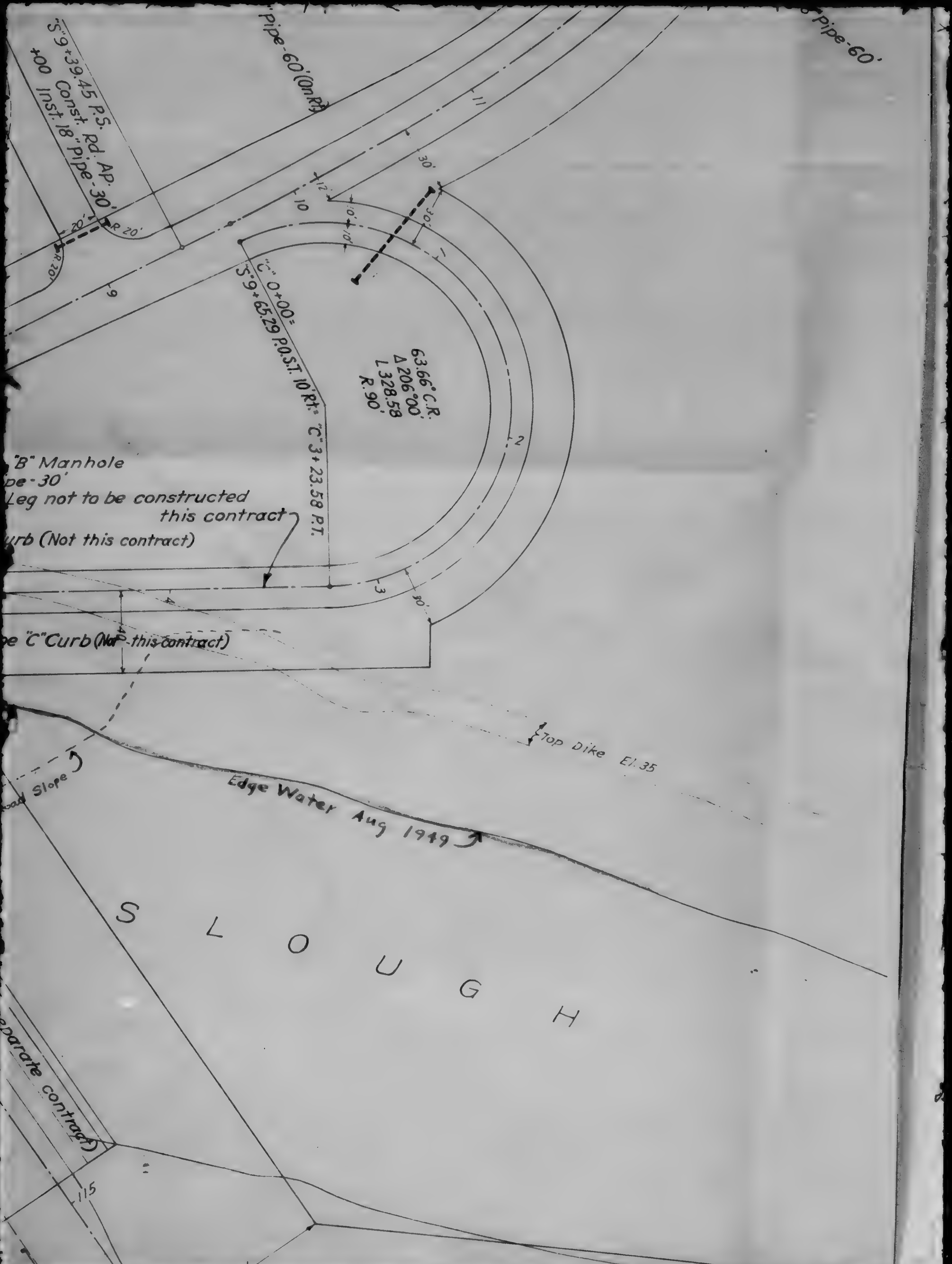
By

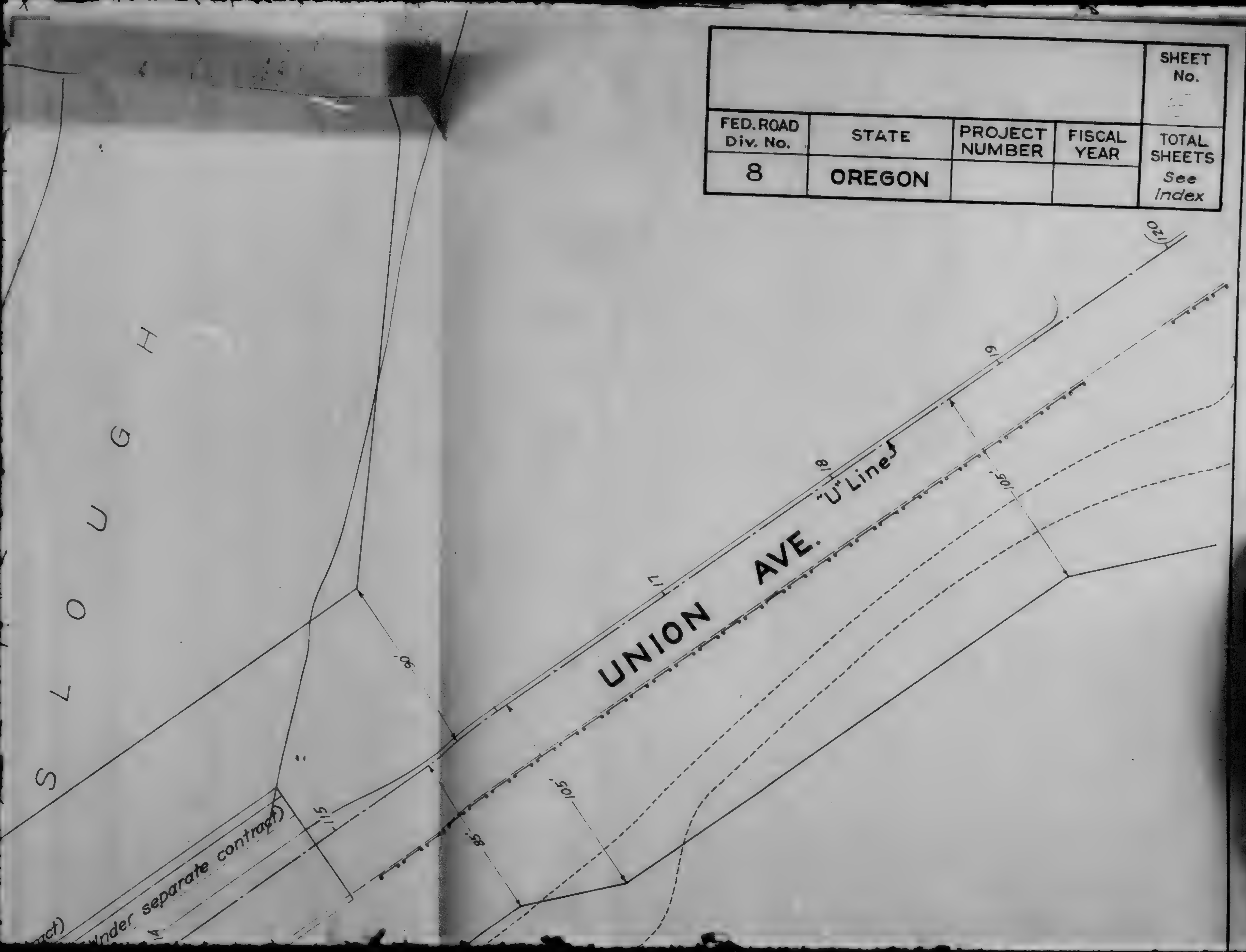
W. C. Williams
Asst. State Highway Engineer

SHP:nd

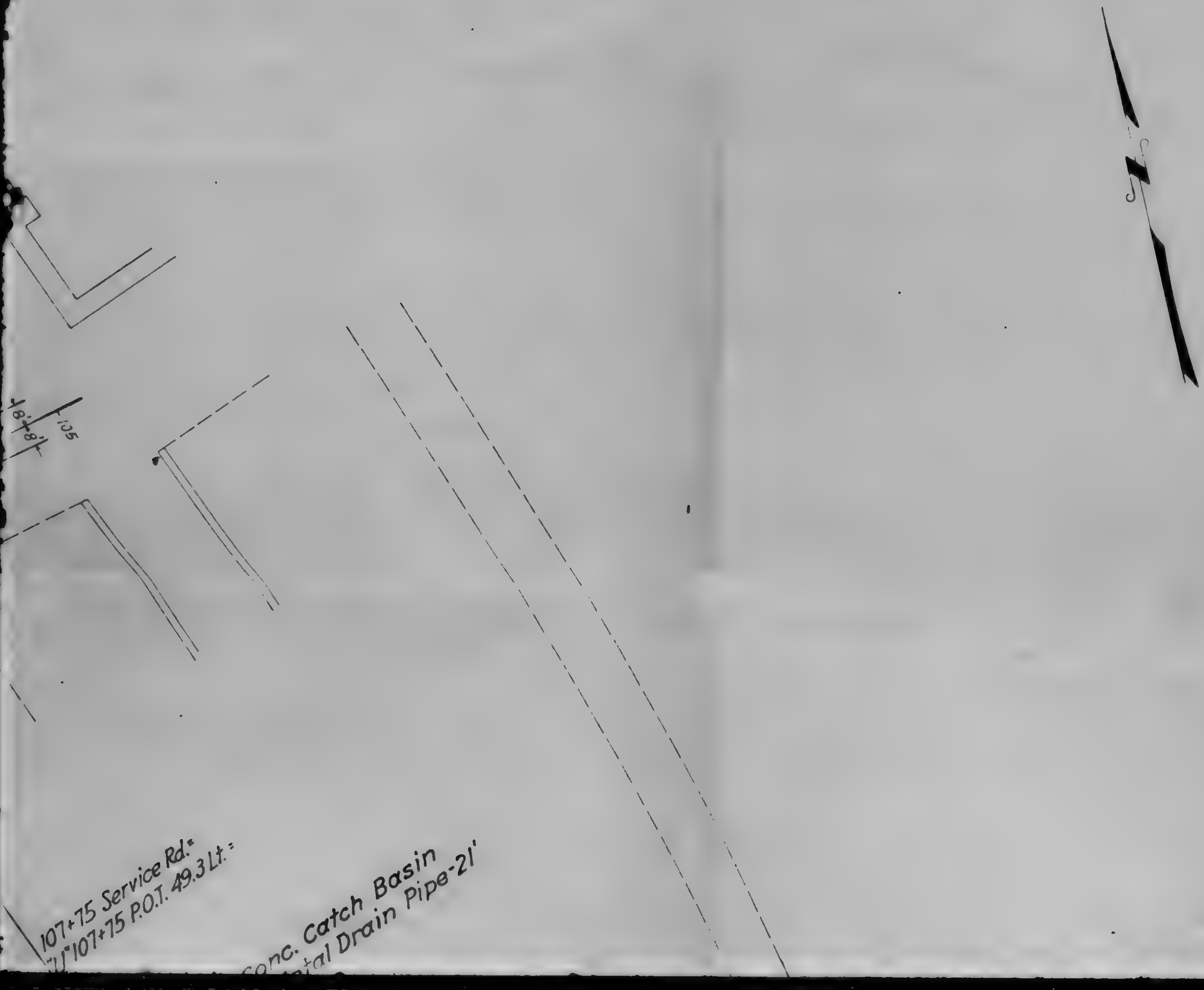

19
12'
12'
30'
+45 Const. Rd. Ap.
Inst. 12" Pipe-24'
R.20'
R.20'
18
"S" 18+24.97 P.O.T. Ah.=
"S" 18+21.76 P.T. Bk.=
33'
R.20'
+25 Const. Rd. Ap.
Inst. 12" Pipe-24'
R.20'
17
16
"S" 15+11.76 P.C.S.
30'
15
+00 Inst. 18" Pipe-60'
"S" Line
14
"S" 12+49.45 P.S.C.
13

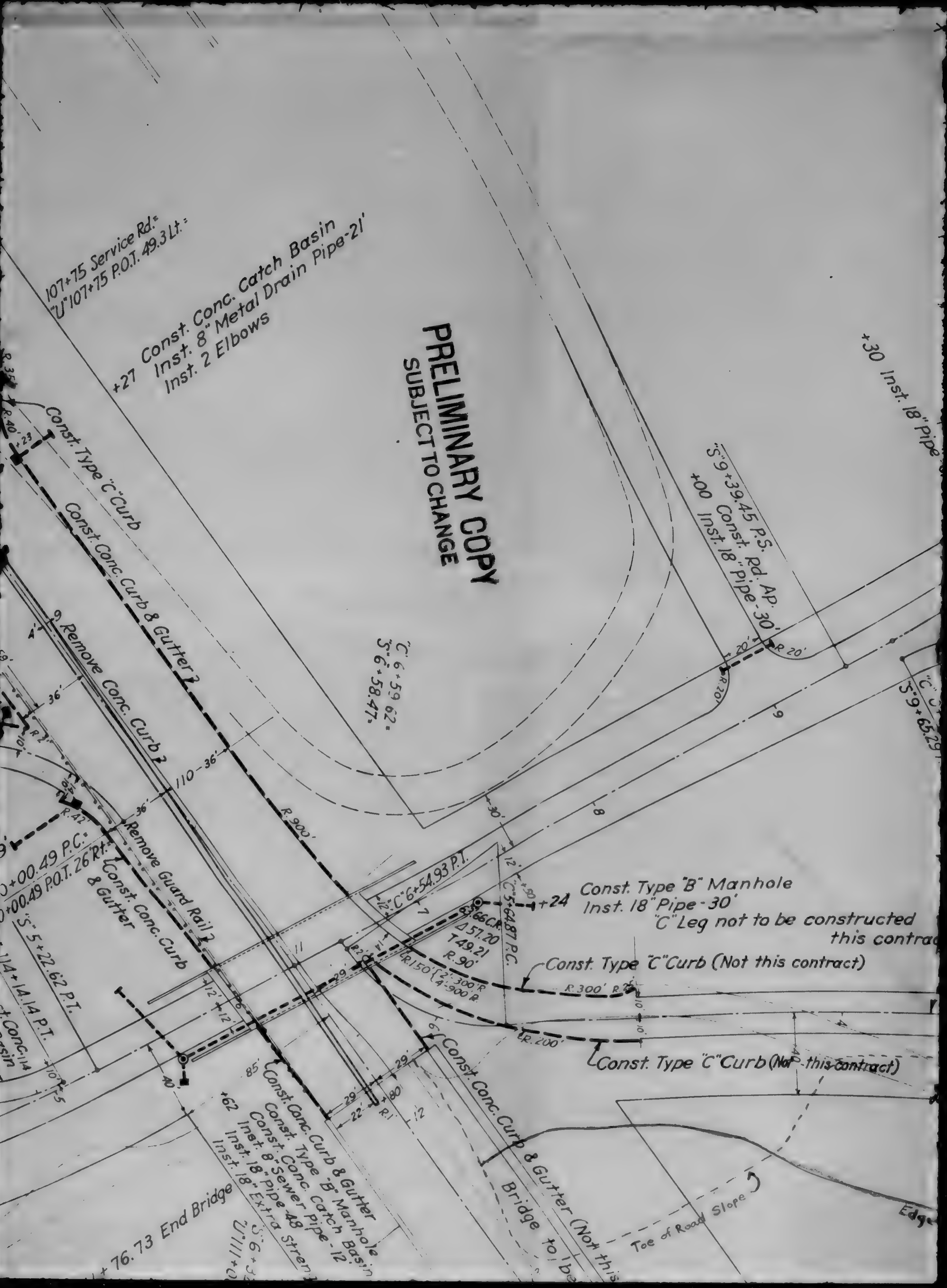

"S" 15+11.76 P.C.S.
30'
15
+00 Inst. 18" Pipe-60'
℄ "S" Line
14
"S" 12+49.45 P.S.C.
13
12
+35 Inst. 18" Pipe-60'
+30 Inst. 18" Pipe-60' (On Rt.)
11
30'
"S" 9+39.45 P.S.
+00 Const. Rd. AP.
Inst. 18" Pipe-30'
20'
R. 20'
R. 20'
12'
10
10'
10'
30'
1
9
"C" 0+00=
"S" 9+65.29 P.O.S.T. 10' Rt.= "C" 3+23.58 P.T.
63.66° C.R.
Δ 206°00'
L 328.58
R. 90'
2
"B" Manhole
pe-30'
Leg not to be constructed
this contract
urb (Not this contract)

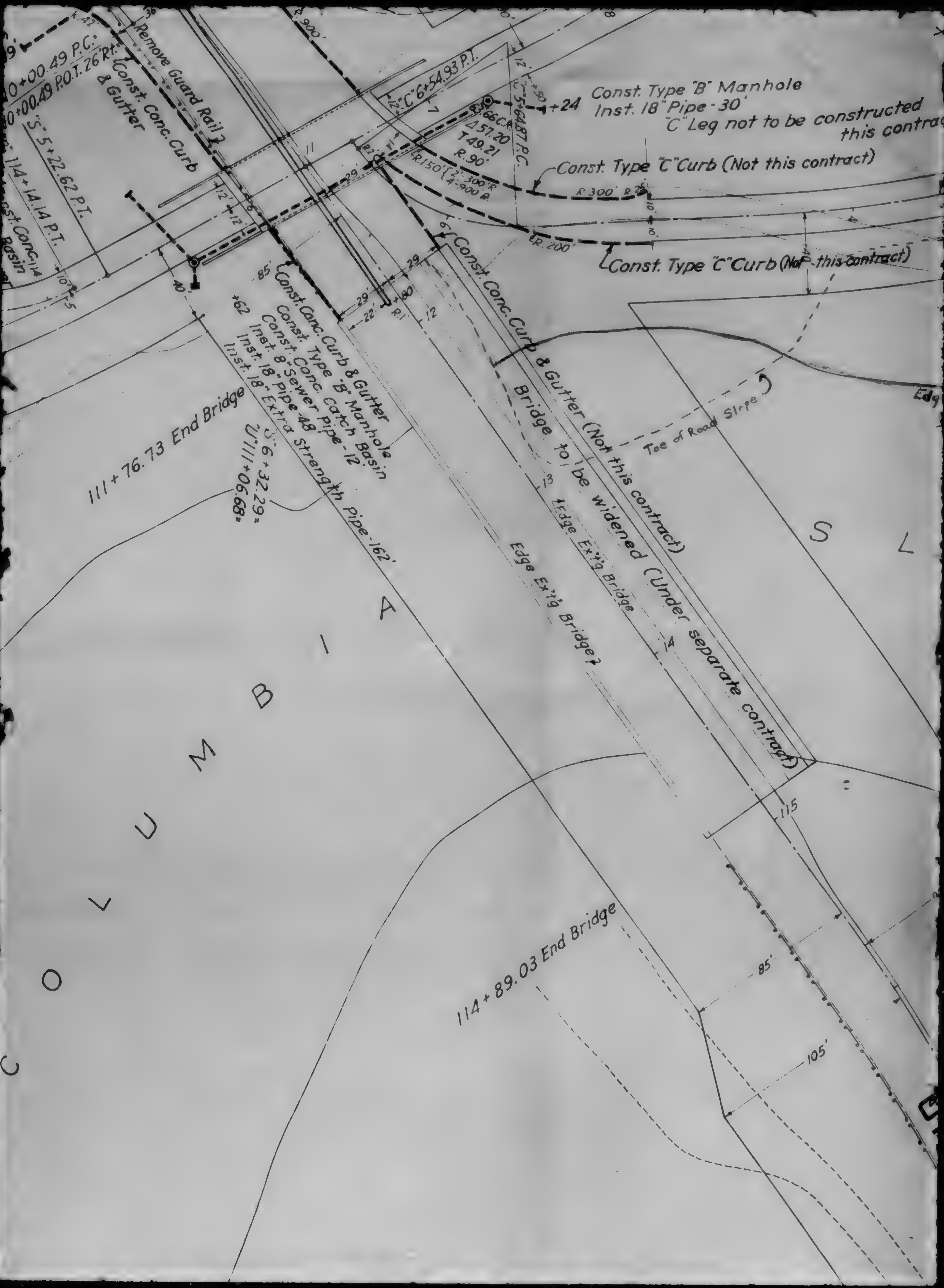
Pipe-60'(On Rt)
Pipe-60'
"S"9+39.45 P.S.
+00 Const. Rd. AP.
Inst. 18" Pipe-30'
20'
R 20'
R 20'
9
10
11
12'
10'
10'
30'
30'
"C" 0+00=
"S"9+65.29 P.O.S.T. 10'Rt.= "C"3+23.58 P.T.
63.66° C.R.
Δ 206°00'
L 328.58
R. 90'
1
2
3
4
30'
"B" Manhole
pe-30'
Leg not to be constructed this contract
urb (Not this contract)
pe "C" Curb (Not this contract)
Top Dike El. 35
Edge Water Aug 1949
ard Slope
S L O U G H
parate contract)
115
80


S L O U G H
UNION AVE.
"U" Line
(under separate contract)
act)
14
115
90'
85'
105'
105'
17
18
19
120

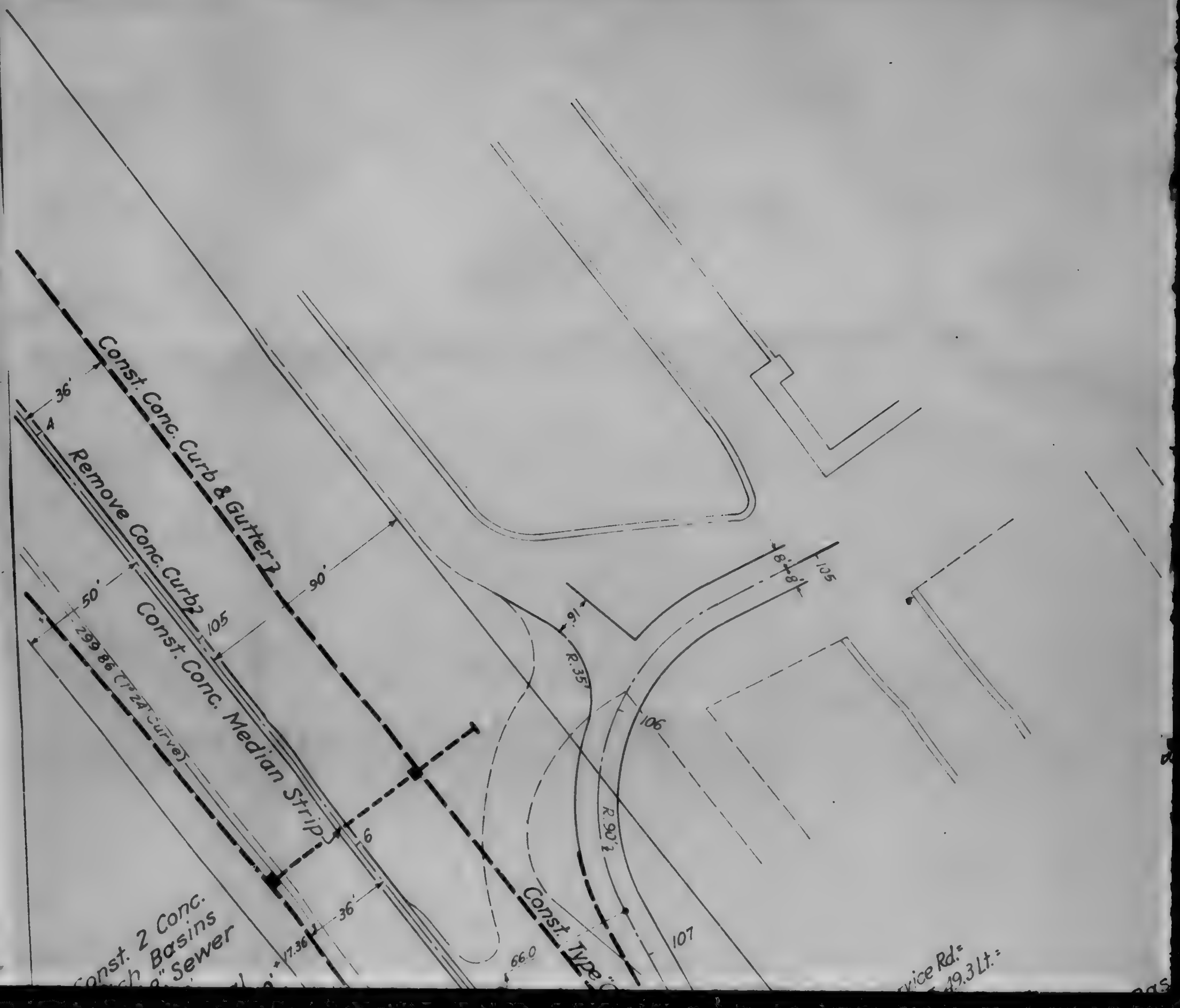
				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON			*See Index*

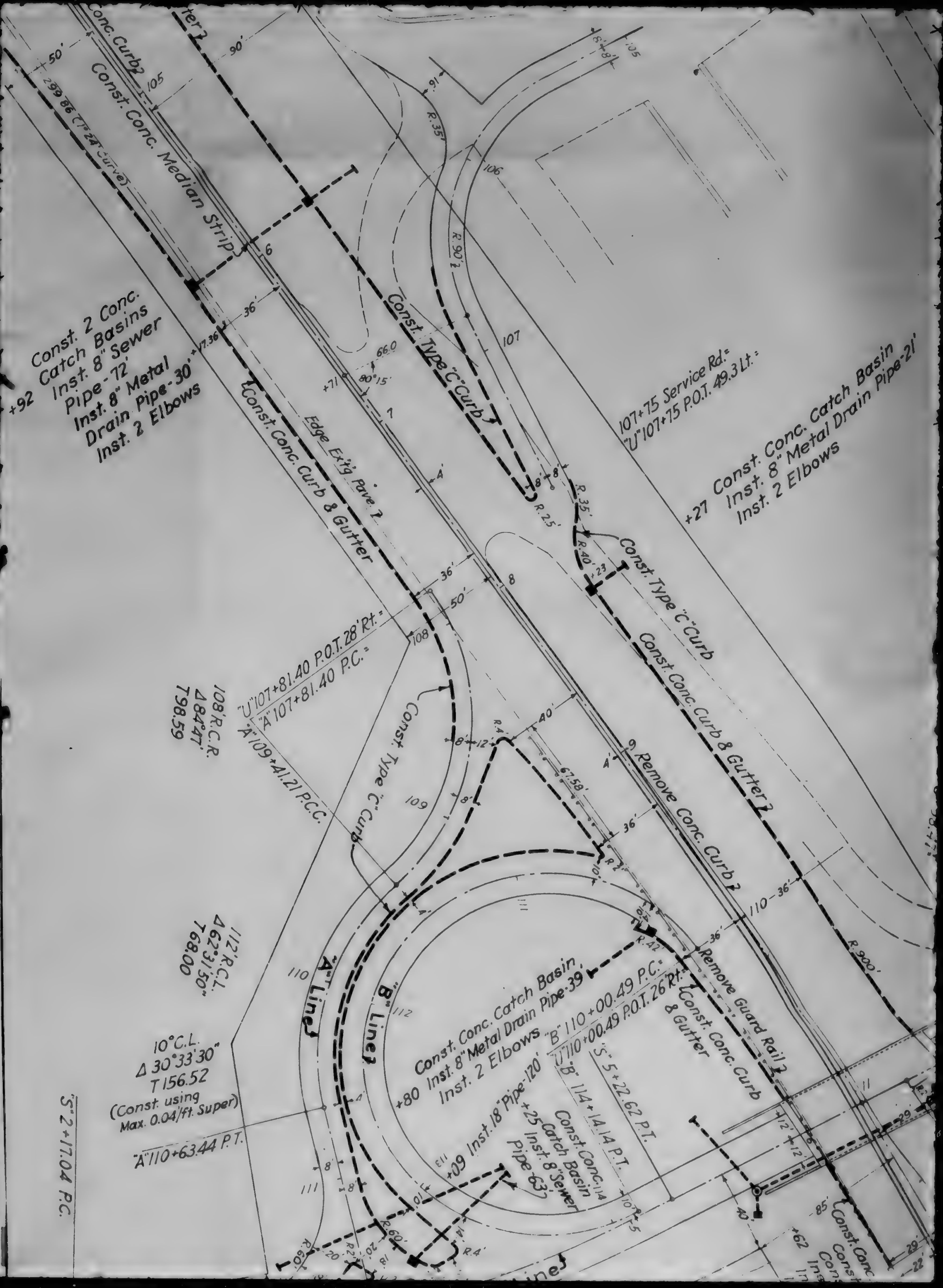

N
18'
8'
105
107+75 Service Rd.=
"U"107+75 P.O.T. 49.3 Lt.=
Conc. Catch Basin
tal Drain Pipe-21'

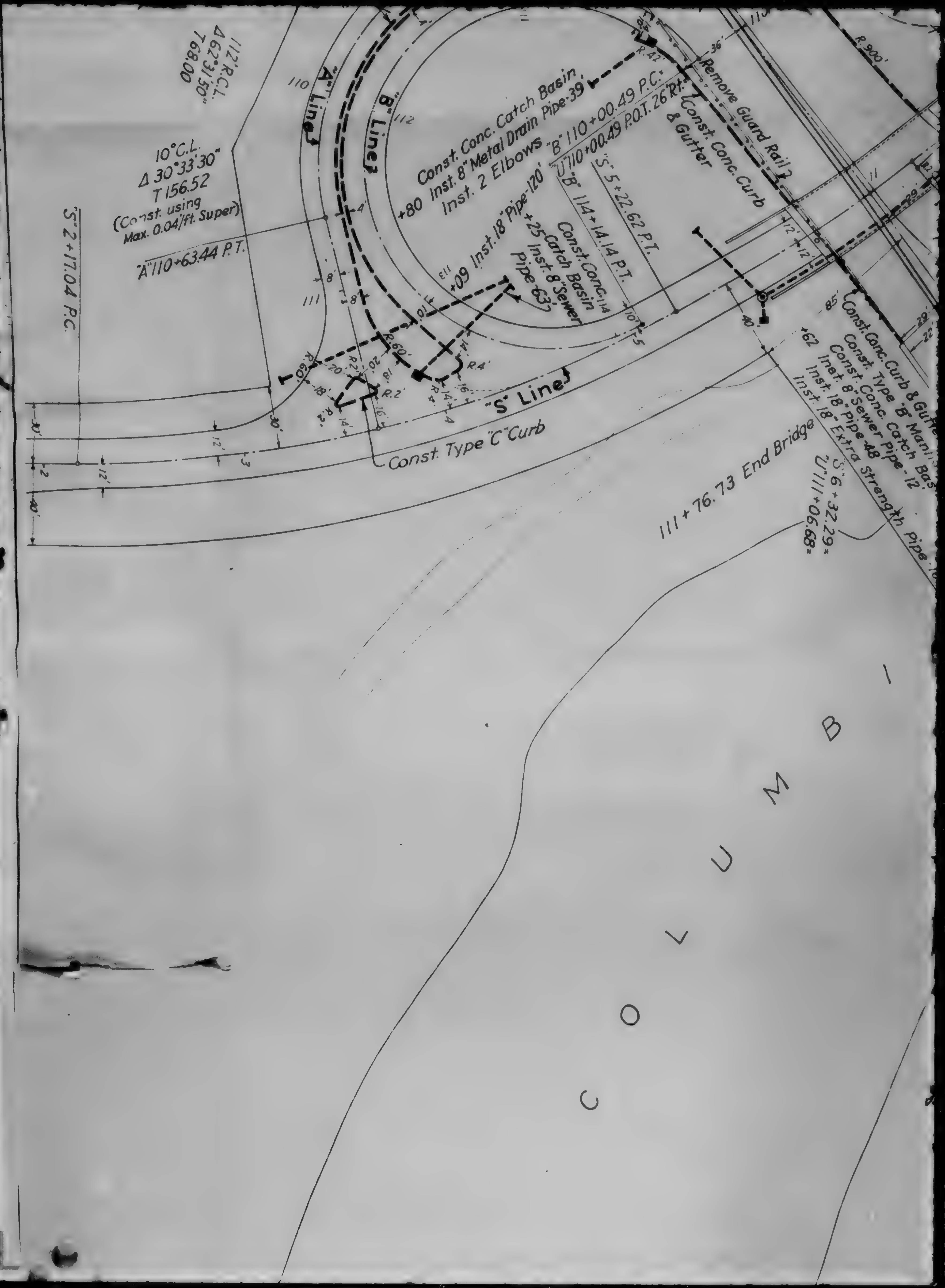

PRELIMINARY COPY
SUBJECT TO CHANGE
107+75 Service Rd.=
"U"107+75 P.O.T. 49.3 Lt.=
+27 Const. Conc. Catch Basin
Inst. 8" Metal Drain Pipe-21'
Inst. 2 Elbows
+30 Inst. 18" Pipe
"S"9+39.45 P.S.
+00 Const. Rd. AP.
Inst. 18" Pipe-30'
R.20'
R.20'
"C"6+59.62=
"S"6+58.47
"S"9+65.29
Const. Type "C" Curb
Const. Conc. Curb & Gutter
Remove Conc. Curb
Remove Guard Rail
Const. Conc. Curb & Gutter
Const. Conc. Curb
110-36'
36'
R.900'
+00.49 P.C.=
+00.49 P.O.T. 26' Rt.=
"S" 5+22.62 P.T.
114+14.14 P.T.
Const. Conc. Catch Basin
"C"6+54.93 P.T.
"C"5+64.87 P.C.
66 C.R.
Δ 57.20
T.49.21
R.90'
R.150'
2:300'R
4:900'R
+24 Const. Type "B" Manhole
Inst. 18" Pipe-30'
"C" Leg not to be constructed this contrac
Const. Type "C" Curb (Not this contract)
R.300'
R.200'
Const. Type "C" Curb (Not this contract)
Const. Conc. Curb & Gutter
Const. Type "B" Manhole
Const. Conc. Catch Basin
Inst. 8" Sewer Pipe-12
Inst. 18" Pipe-48
Inst. 18" Extra Stren
+62
+80
+76.73 End Bridge
Const. Conc. Curb & Gutter (Not this
Bridge to be
Toe of Road Slope
Edge


0+00.49 P.C.
0+00.49 P.O.T. 26' Rt.
"S" 5+22.62 P.T.
114+14.14 P.T.
Const. Conc. Basin
Remove Guard Rail
Const. Conc. Curb & Gutter
R. 900'
"C" 6+54.93 P.T.
"C" 5+64.87 P.C.
66 C.R.
Δ 57.20
T 49.21
R. 90'
R. 150' {2'-300' R / 4'-900' R
+24
Const. Type "B" Manhole
Inst. 18" Pipe - 30'
"C" Leg not to be constructed this contract
Const. Type "C" Curb (Not this contract)
R 300'
R 25'
R. 200'
Const. Type "C" Curb (Not this contract)
Const. Conc. Curb & Gutter (Not this contract)
Const. Conc. Curb & Gutter
Const. Type "B" Manhole
Const. Conc. Catch Basin
Inst. 8" Sewer Pipe - 12
Inst. 18" Pipe - 48
Inst. 18" Extra Strength Pipe - 162'
+62
"S" 6+32.29 =
"U" 111+06.68 =
111+76.73 End Bridge
Bridge to be widened (Under separate contract)
Edge Ex't'g Bridge
Edge Ex't'g Bridge
Toe of Road Slope
85'
40'
29'
22'
12'
+80
R.1
R.2
10'
13
14
115
85'
105'
114+89.03 End Bridge
C O L U M B I A
S L
Edg

COLUMBIA
e-162'
Edge Ex'g Bridge
ge Ex'g Bridge
ened (Under separate contract)
ract)
A
115
85'
105'
114+89.03 End Bridge


Const. Conc. Curb & Gutter 2
36'
4
Remove Conc. Curb 2
90'
105
50'
Const. Conc. Median Strip
299.86 (1° 24' Curve)
91'
R.35'
8'
8'
105
106
R.90'2
6
36'
17.36
66.0
Const. Type
107
Const. 2 Conc.
Catch Basins
" Sewer
Service Rd.=
49.3 Lt.=


Conc. Curb ℄
Const. Conc. Median Strip
50'
299+86 (T=24' Curve)
90'
105
91
R.35'
106
R.90'
6
36'
+17.36
Const. 2 Conc. Catch Basins
Inst. 8" Sewer Pipe-72'
Inst. 8" Metal Drain Pipe-30'
Inst. 2 Elbows
+92
66.0
+71
80°15'
7
4'
Const. Type "C" Curb ℄
107
107+75 Service Rd.=
"U"107+75 P.O.T. 49.3 Lt.=
+27 Const. Conc. Catch Basin
Inst. 8" Metal Drain Pipe-21'
Inst. 2 Elbows
℄ Const. Conc. Curb & Gutter
Edge Ex'g. Pave. ℄
8'
8'
R.25'
R.35'
R.40'
23
Const. Type "C" Curb
Const. Conc. Curb & Gutter ℄
36'
8
50'
108
"U"107+81.40 P.O.T. 28' Rt.=
"A"107+81.40 P.C.=
"A"109+41.21 P.C.C.
108' R.C.R.
Δ84°47'
T98.59
Const. Type "C" Curb
40'
9
4'
67.58'
8'
12'
R.4'
Remove Conc. Curb ℄
109
8'
36'
110-36'
36'
R.900'
112' R.C.L.
Δ62°31'50"
T68.00
111
R.42'
Remove Guard Rail ℄
110
"A" Line ℄
"B" Line ℄
112
Const. Conc. Catch Basin
+80 Inst. 8" Metal Drain Pipe-39'
Inst. 2 Elbows
"B"110+00.49 P.C.=
"U"110+00.49 P.O.T. 26' Rt.
Const. Conc. Curb & Gutter
"B" 114+14.14 P.T.
"S" 5+22.62 P.T.
10°C.L.
Δ30°33'30"
T156.52
(Const. using Max. 0.04'/ft. Super)
"A"110+63.44 P.T.
"S"2+17.04 P.C.
113
+09 Inst. 18" Pipe-120'
+25 Const. Conc. Catch Basin
Inst. 8" Sewer Pipe-63'
114
11
12'
12
29
40'
+62
85'
29'
22
R.60'
R.60'
R.4'
20'
20
18
8'
8'
10
111
Line ℄
Const. Conc


112' R.C.L.
Δ 62°31'50"
T 68.00
10°C.L.
Δ 30°33'30"
T 156.52
(Const. using Max. 0.04'/ft. Super)
"A" 110+63.44 P.T.
"S" 2+17.04 P.C.
"A" Line
"B" Line
110
111
112
Const. Conc. Catch Basin,
+80 Inst. 8" Metal Drain Pipe-39',
Inst. 2 Elbows
"B" 110+00.49 P.C.
"U" 110+00.49 P.O.T. 26' Rt.
"B" 114+14.14 P.T.
"S" 5+22.62 P.T.
+09 Inst. 18" Pipe-120'
+25 Catch Basin Inst. 8" Sewer Pipe-63'
Const. Conc.
Remove Guard Rail
Const. Conc. Curb & Gutter
R.42'
36'
R.900'
R.60'
R.2'
R.4'
"S" Line
Const. Type "C" Curb
30'
12'
2
40'
85'
+62
Const. Conc. Curb & Gutte
Const. Type "B" Manh
Const. Conc. Catch Bas
Inst. 8" Sewer Pipe-12
Inst. 18" Pipe-48
Inst. 18" Extra Strength Pipe-1
111+76.73 End Bridge
"S" 6+32.29
"U" 111+06.68
C O L U M B I

COLUMBIA
-167

RECEIVED
[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

UI-130(3)

[illegible]

January 5, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to several sketches and rolled profiles received covering proposed project, Oregon UI-130(3), N. E. Union Avenue, and particularly to Mr. Williams' November 17, 1949 letter in which the last paragraph advises detailed Federal Aid plans would be forwarded for review by our Washington Office as well as this office. These have not as yet been received and suggest they be submitted as soon as completed. The sketch maps submitted the first part of December show the traffic and will be satisfactory for traffic use.

Advance plans sent Jan. 10

One matter we wish to call to your attention is the apparent elimination from the present proposed project of the loop to carry the north bound Vancouver Avenue traffic to Union Avenue. This traffic is some 1,520 ADT.

It is our considered opinion that this short loop section should be included in the first contract.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 5, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of August 12, 1949 requesting the addition to the Oregon Urban Postwar Program of UI-130(3), the Gertz Road to Columbia Boulevard Section of Union Avenue, our reply of September 7th, also your letters of September 16, September 29, October 6 and November 17, 1949, together with our letters of September 26, October 4 and October 24, 1949.

Our letters of September 7th and 26th requested a definite commitment as to the program on which the widening of the Columbia Slough Bridge would be included and advising program action was being withheld.

✓ Mr. Williams' letter of September 16 advised it is planned to widen this bridge in the next construction project programmed for N. E. Union Avenue. Of course this is too indefinite to be of any value.

On September 26th we again requested a definite commitment, suggesting this bridge widening be placed in the next Urban Program. This was again called to your attention in our letter of October 4, 1949 and Mr. Williams' October 6th reply advised this matter would be discussed with the State Highway Commission at their next meeting.

Nothing further has been received from your office and since some advance layouts have been received, we are calling to your attention the fact that program approval of this project has not been given since the construction now proposed would end at an extremely hazardous structure and for which some definite commitment for widening is, in our opinion, essential.

We would appreciate information as to what action was taken by the Commission referred to in your October 6, 1949 letter, as our Division Office is withholding program action pending clearing up of this matter.

Very truly yours,

T. W. Davis
T. W. DAVIS
District Engineer

RECEIVED
DEC 15 1949
FOR FILING
US-130 (3)

December 13, 1949

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer now to the proposed project on the South Unit of the Denver Avenue-Columbia Slough Section of the Pacific Highway East.

About 90,000 of the 100,000 yards of embankment required on this project must be borrow material brought in from outside the right of way limits and from sources considerable distances away. The borrow materials could be materials dredged from streams or they could be "upland" materials obtained from privately owned tracts. Upland materials can be obtained in scattered quantities, with not too great haul, by leveling small undeveloped privately owned tracts in the vicinity or they can be obtained in greater quantities from areas at greater distance.

To insure maximum economy, we consider it advisable to give the contractor his option in the selection of sources, permitting him to use materials from under water, materials from scattered sources, or other suitable materials as he finds most economical. To do this and to, at the same time, have a basis of measurement which is practicable and equitable under all possible conditions, it will be necessary to determine pay quantities by measurement of the materials in the completed embankment.

May we, therefore, have your approval of our proposal to pay for the embankment at a price bid per cubic yard for embankment in place and to make no payment for roadbed excavation.

For the very limited quantities of trench excavation and structural excavation, we propose to pay on an excavation basis with provision that if any such excavation materials are used in embankment construction, suitable deduction will be made from the pay quantities of embankment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:cw

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

December 20, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of December 13 regarding payment for excavation in embankment on the South Unit of the Denver Avenue - Columbia Slough Section of the Pacific Highway East, Project No. U-130(3).

Under the circumstances as set forth in your letter, payment for the neat section of embankment will be satisfactory in this instance.

Very truly yours,

T. M. DAVIS
District Engineer

Copy to Probert.

RECEIVED
NOV 18 1949
FOR FILING

N-P30 (3)

3307

File

November 17, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Herewith I submit to you a sketch map showing the proposed improvements of N. E. Union Avenue (Pacific Highway East) and a detailed sketch map at the Columbia Slough bridge. These are being furnished to you in accordance with your telephone conversation with Mr. Baldock November 16.

Outlined in brown on the sketch map is the proposed work under the present proposed program. You will note this plan calls for two undercrossings of Union Avenue, one being immediately north of the Columbia Slough bridge and the other one being immediately south of the Midget Race track and outdoor theater.

The detailed sketch of the plan at the Columbia Slough bridge indicates the tentative proposal for handling of traffic until such time as the bridge can be widened and the balance of the project from the bridge south to Columbia Boulevard can be improved. This section, which is indicated as Unit 3 on the sketch map, is estimated to cost $275,000 and will be recommended in the next program.

In the carrying of traffic from across the bridge and south to Columbia Boulevard, it is our plan to provide for two lanes of traffic southbound and one lane of traffic northbound. This will eliminate any hazard of traffic converging near the bridge ends or the hazard of striking the bridge.

We hope to be able to submit to you detailed federal-aid plans for this project about December 1.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me
Encl.

By: W. C. Williams
Assistant State Highway Engineer

RECEIVED
OCT 26 1949
FOR FILING

U-130(3)
OREGON DISTRICT
330[illegible]

[illegible] OF COMMERCE
[illegible] OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 24, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to previous correspondence relative to Oregon Project U-130(3), Columbia Boulevard-Gertz Road Section of Union Avenue in Portland. The two maps submitted, one showing the general layout of the proposed work and the other showing traffic volumes and movements have been reviewed and the following comments are made.

Plans for proposed widening and channelization of Union Avenue appear generally satisfactory. The service roads and connections, while they are not all that could be desired, are probably the best that can be obtained without incurring excessive right-of-way costs.

The layout indicates that the one-way loop connection between the Schmeer Road extension and Union Avenue, for accommodation of northbound traffic from Vancouver Avenue, is to be paved to a width of approximately 18 feet. This width would be satisfactory for the greater portion of the loop, but should be narrowed to about 12 or 14 feet at the intersection with Union Avenue to discourage the practice of traffic forming two lines upon entering the main highway. We would recommend the same treatment in all cases where one-way turning lanes enter Union Avenue.

Since some of the longer truck and trailer combinations would occupy most of the paved width on the sharply curved part of the abovementioned loop at Schmeer Road and Union Avenue, the left shoulder should be adequately constructed to allow its use by other traffic in passing a truck or any wide load that might become stalled on the pavement.

We note the preliminary plans provide for a flared intersection and separated turning lanes on the east side of Vancouver avenue at the Schmeer Road intersection. You should, if you have not already done so, give consideration to securing right-of-way for future improvements of Vancouver Avenue which may involve a similar channelization on the west side of the intersection or even a possible separation of grades at this point. Location of the Portland Meadows installation on Schmeer Road causes high peak traffic densities here and makes it very probable that future improvement of the intersection will be found necessary.

Copy sent Smith

[illegible]

The plans, of course, show a median strip extending through the presently proposed work on Union Avenue and continuing on to the traffic interchange at Denver Avenue. We assume the detail plans will provide for discontinuing the median strip as well as the dividing strip in the south-bound lane at a point near Station 96+45 or far enough back to allow use of the existing road for access to the Pal Mar Motor Court, Amphitheater and midget race track until the interchange at Schmeer Road extension is completed.

These comments are very general in nature and details of design will necessarily have to be considered upon receipt of complete plans. It would be desirable, particularly so since this is an urban project, if plans could be furnished at a sufficiently early date to allow preliminary review by this and higher offices well in advance of bid opening.

Very truly yours,

T.M.Davis
T. M. DAVIS
District Engineer

RECEIVED
OCT 25 1949
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 7 1949
FOR FILING

4130(3)

3302

October 6, 1949

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We have your letter of October 4, indicating again your desire to have the Highway Commission undertake the widening of the Columbia Slough Bridge on Union Avenue, north of Portland, at the same time it undertakes the widening of the roadbed and pavement on Union Avenue between Gertz Road and Columbia Boulevard.

This matter will be discussed with the Highway Commission again at the next Commission meeting with the view of seeing what may be done. At that meeting, the Commission will be informed that, although $720,430 of 1951 federal aid funds and $587,663 of 1950 federal aid funds are not yet under agreement with the B. P. R., the programs which the Commission have already approved for submission, and which are being submitted, will take up all of these funds. We must not mislead the Commission into thinking that federal aid funds are available for the bridge without a cutting back, at some point, of the programs which the Commission has adopted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

BUREAU OF PUBLIC ROADS

~~PUBLIC ROADS ADMINISTRATION~~
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

October 4, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams's September 29 letter replying to ours of September 26 relative to Oregon Urban Project No. U-130(3), Gertz Road - Columbia Boulevard Section. We note you state that no urban funds are available at the present time and that this would be considered as soon as any additional urban funds are available.

Our records show as of this date there is an unprogrammed balance exclusive of 1951 of $587,663 and with the 1951 funds to be programmed of $720,430, the same as covered in Mr. Probert's tabulation. We therefore have a $1,308,000 unprogrammed funds and we believe sufficient amount should be used of these funds to provide for the bridge widening as requested.

Very truly yours,

T. M. DAVIS
District Engineer

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OREGON
STATE HIGHWAY COMMISSION

RECEIVED
OCT 3 1949
FOR FILING

U-130 (3)

3303

September 29, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In reply to your letter of September 26 relative to Urban Project U-130 (3), Gerts Road-Columbia Boulevard Section of US99E, you are advised that the widening of the Columbia Slough Bridge will be presented to the Highway Commission for its consideration just as soon as any urban funds are available.

Mr. Probert has checked the present status of urban funds and advises that there are no funds available at the present time. I attach hereto a tabulation showing the status of the 1950 and 1951 urban funds.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

Encl.

cc Mr. S. H. Probert

FEDERAL AID URBAN HIGHWAY FUNDS

Showing unprogrammed balances and proposed use of same

	Federal Funds	Federal Plus State Funds
Unprogrammed balance (exclusive of 1951 funds) as shown in B.P.R. statement for August, 1949	$ 587,663	$1,050,000
1951 Funds	720,430	1,200,000
Total unprogrammed balance	$1,308,093	$2,250,000
Contemplated use of above balance:		
Old projects (by increasing federal aid allotments):		
High St.-Walnut St. (Eugene)	$ 52,000	
West Slope-Beaverton	20,000	
West Approach to Steel Bridge	149,290	
Tillamook St.-Steel Bridge	166,373	
Subtotal	$ 387,663	$ 650,000
New projects:		
South Unit, Columbia Slough-Denver Ave.	200,000	400,000
Salem Bridge (Marion St.)	720,430	1,200,000
Total	$1,308,093	$2,250,000
Available for additional projects	None	None

NOTED
W. C. WILLIAMS

September 30, 1949

Original Plan for Utilization of 1950-1951 Federal Aid Urban Funds

	Federal Funds	Federal Plus State Funds
Amounts available (1950 and 1951)	$1,440,860	$2,400,000
Proposed utilization of funds:		
To absorb overruns in 1946-1948 Program	$ 520,430*	$ 800,000
On 1950 Program	200,000	400,000
On 1951 Program	720,430	1,200,000
	$1,440,860	$2,400,000

* Of this amount, $132,767 has been claimed to date. The remaining $387,663 will be claimed as the projects involved are completed.

September 30, 1949

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

September 26, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of September 16, 1949 answering our letter of September 7, relative to the desirability of widening the Columbia Slough Bridge in connection with Urban Project U-130(3), Gertz Road - Columbia Boulevard Section of U.S. 99 E.

Your proposed method of handling traffic on the existing bridge consisting of extensive signing and traffic striping appears satisfactory as a temporary expedient, but we do not believe that such treatment should be permitted to remain for an indefinite period. We, therefore, again suggest that you make a definite commitment toward placing the widening of this structure in the next urban program submitted. Possibly the unprogrammed balance of urban funds now available could be used for this improvement.

Very truly yours,

T. M. DAVIS
District Engineer

By: CGPolk
C. G. POLK
Sr. Highway Engineer

NOTED
W. C. WILLIAMS

RECEIVED
SEP 19 1949
FOR FILING

U130(3)

/

33r 3

September 16, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Department of Commerce
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of September 7, relative to Oregon Project U-130 (3), Gerts Road-Columbia Boulevard Section of US99E. In this letter you called our attention to the width of the Columbia Slough Bridge, which is only 38 feet, citing the possible hazard by reason of the wide width of the proposed new roadbed on each side of the bridge.

The 38-foot width is the same as the Interstate Bridge, on which four lanes of traffic are maintained. We realize, of course, that the 38-foot width is very narrow for four lanes and will require very extensive signing and traffic striping to pull the widened four lanes onto the narrow four lanes across the bridge. We, however, believe that this can be done without too much of a hazard, until such time as the bridge can be widened. It is planned to widen the bridge in the next construction project programmed for the N. E. Union Avenue section.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]

cc Mr. H. G. Smith
Mr. O. S. Paxson

BUREAU OF PUBLIC ROADS
DEPARTMENT OF COMMERCE
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3000
PORTLAND 8, OREGON

September 7, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' August 12th letter requesting the addition of Oregon Project U-130(3), the Gertz Road - Columbia Boulevard Section of U.S. 99E, to the Oregon program of Federal Aid Urban Projects.

In our review it is noted the Columbia Slough Bridge, with a width of only 38 feet, is to be used in place, while the roadbed each side will be 72 feet in width, consisting of 4 - 12 foot paved traffic lanes, a 4 foot neutral zone and two - 10 foot shoulders.

It is believed the narrow width of this bridge, three traffic lanes, with its impaired vertical sight distance, and the wide four lane pavement each side will constitute a definite hazard. It is our considered opinion that provision should be made now or at least in the 1951 Urban Program for the reconstruction or widening of this structure.

Will you please advise as to the State's intentions with regard to the reconstruction of this bridge. Action as to programming is being withheld pending receipt of your reply.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer

RECEIVED
AUG 1
FOR FILING

U-130 (3)

3303

August 12, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

On instruction from the State Highway Commission, we request addition of the below described project to Oregon's program of Federal Aid Urban Projects.

Item No.	14
County	Multnomah
Project No.	UI-130 (3)
Route No. (F.A.)	26
Route No. (State)	99E
Termini	Gertz Road to Columbia Blvd.
Estimated Project Cost:	
Total	$400,000
Federal Funds	$200,000
State Funds	$200,000
Length	0.75 mile
Character of proposed work	Grading and drain, overpass structure, 4-lane high-type pavement

Our records indicate that, inclusive of the above project, the Urban Program stands as follows:

Total apportionment	$3,142,653
Number of projects programmed	14
Total length programmed	8.615 miles
Total cost programmed	$5,559,843
Federal-aid funds programmed	$2,754,990
Unprogrammed balance	$ 387,663

The main roadway of the proposed project is being planned for a width of 72 feet between curbs, contemplating two 10-foot parking lanes, four 12-foot travel lanes and one 4-foot neutral zone. Service roads are being planned for 24 feet of pavement with 8-foot shoulders. The underpass will be designed with clearances adequate for roadways of the widths stated.

The present project contemplates use of the Columbia Slough Bridge as is, until such time as funds for a new and wider bridge are available.

Information concerning traffic volumes, turning movements and planned channelization of traffic have been supplied previously.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

RECEIVED
AUG 11 1949
FOR FILING

U.1 130 (3)

August 9, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Receipt is acknowledged of Mr. Williams' July 26 letter enclosing advance prints of the South Unit of the Denver Avenue Junction-Columbia Slough Section of the Pacific Highway East.

With regard to Mr. Williams' inquiry as to programming of this project, we believe it can be programmed in advance of the submission of P.S.& E., however, before recommending for programming we should have additional information regarding proposed sections of both the main highway and the service roads, the underpass at the Columbia Slough Bridge, and also as to contemplated work on Columbia Slough Bridge. Any other information referring to this construction should be included.

Very truly yours,

T. M. DAVIS
District Engineer

Original to Portland

EIVED

FOR FILING

W13-(3)

3322

File

July 26, 1949

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

It is the intent of the Highway Commission to shortly request programming of a project on the South Unit of the Denver Avenue Junction-Columbia Slough Section of the Pacific Highway, East. To this project, the Commission proposes to allot a total of $400,000.

For your advance information, we are sending two maps; one showing the sections of highway to be improved and the other showing traffic volumes and turning movements.

Will it be permissible, under your new programming regulations, to program this project in advance of submission of P. S. & E.? If so, will a letter for programming suffice or will it be necessary to submit a complete set of program forms the same as is required when several projects are to be programmed at one time?

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP/gs

S-211(4) Garrison Corner Sec., 1950
Nyssa-Adrian Hwy.
#3304

S-211(4) Garrison Corner Sec., 1950
Nyssa-Adrian Hwy.
#3304

RECEIVED
FOR FILING
2-211(4)
3304

OREGON STATE HIGHWAY COMMISSION

(date)
March 26, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3304	5-final	N. A. Toole Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4541	R-12520	$ 721.09	3/23/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:
Aug. 31, 1950
Time Extensions:
Extended to Sep. 15, 1950 without penalty
Completion Date:
Sep. 15, 1950
Date Accepted:
Feb. 26, 1951
Penalties:
None of record
Claims:
None of record
Remarks:

- -

Date:
3-27-51
To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAR 27 1951
A. A. Wichlunder

NOTED ON CARD

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MAR 1 [illegible]
FOR FILING

[illegible]

[illegible]

March 12, 1951

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting on February 26, 1951, had under discussion your request for an extension of time of 15 days, from August 31 to September 15, 1950, within which to complete your contract No. 3304 for grading and surfacing on the Garrison Corner Section of the Nyssa-Adrian Secondary Highway in Malheur County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: E. F. Chidsey,
Division Engineer

Lloyd C. Johnson,
Resident Engineer

H. C. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
MAR 8 - 1951
FOR FILING

2-211(4)

3304

March 7, 1951

General Casualty Co. of America
J. C. Finlay, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

State highway contract No. 3304, for grading and surfacing on the Garrison Corner of the Nyssa-Adrian Secondary Highway in Malheur County, was completed by the contractor, N.A. Toole Construction Co., on September 15, 1950 and was formally accepted by the Highway Commission on February 26, 1951.

Final payment in the amount of $721.09 will be released to the contractor on or after March 17, 1951. The total contract amount is $25,546.32, of which amount $42.47 represents force account items.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

[illegible]

RECEIVED
8 1951
FOR FILING

8-3-11(1)

3504

February 8, 1951

Request for extension of time
No. 5
February 26 and 27 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. A. Toole Construction Company for an extension of time on Contract No. 3504, Garrison Corner Section of the Nyssa-Adrian Secondary Highway, from August 31, 1950 to September 15, 1950.

The contractor was unable to reinstall a side drainage pipe until the farmer shut off the water entering the drain ditch. Since this project was under way during irrigation season, it was necessary that the farmer be given priority in use of the water.

There was no delay to the traveling public nor additional expense to the State, and I would therefore recommend that the extension be granted without penalty. Mr. T. E. Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. Williams
Mr. Smith

hi

RECEIVED
FOR FILING

S211 (4)

[illegible]

January 25, 1951

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3304, Garrison Corner Section of the Nyssa-Adrian Secondary Highway, Ore. S-211 (4) from August 31, 1950 to September 15, 1950 to N. A. Toole Construction Company.

The Contractor was unable to reinstall a side drainage pipe until the farmer shut off the water entering the drain ditch. Since this work was taking place during irrigation season, it is necessary that the farmer be given priority in the use of the water.

There was no delay to the traveling public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

R H Baldock

RECEIVED
FOR FILING

November 27th, 1950

FINAL COST ANALYSIS

Garrison Corner Section
Contract #3304

Grade, Surface, Oil and Stockpile
N. A. Toole Construction Co., Contractor
L. C. Johnson, Resident Engineer

Nyssa-Adrian Highway
Prefix 123-1043-201(41)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing	All				$56.41	$300.00
Structural Exc., Unclass.	15.4	Cu. Yd.	$1.09	$2.00	16.79	30.80
Trench Exc., Unclass.	22.5	" "	0.80	2.00	17.92	45.00
*General Exc., Unclass.	13,526.1	" "	0.21	0.20	2,813.43	2,705.22
*Finishing R/B & Slopes	0.51	Mile	529.82	500.00	270.21	255.00
12" Concrete Pipe	66	Lin. Ft.	1.09	1.50	72.00	99.00
3"-0" Material in Base	2,019	Cu. Yd.	0.78	0.90	1,568.32	1,817.10
3/4"-0" Material in Base and Shoulders	488	" "	3.28	3.25	1,601.34	1,586.00
Sprinkling	183	M/Gal.	1.49	3.00	273.27	549.00
3/4"-½" Cr. Mat'l. in S.P.	2,009.5	Cu. Yd.	2.88	2.75	5,787.36	5,526.13
½"-¼" Cr. Mat'l. in S.P.	1,442.8	" "	2.88	2.75	4,155.26	3,967.70
¼"-0" " " " "	930	" "	2.88	2.75	2,678.85	2,557.50
ØPreparation of Base	0.51	Mile	524.51	500.00	267.50	255.00
ØFurnish & Place Aggregates	390	Cu. Yd.	5.48	5.75	2,138.42	2,242.50
ØFurnish & Place 151-200 Asphalt	30.3	Ton	57.70	55.00	1,748.16	1,666.50
PA #1, 48" Corr. Metal Pipe	30	Lin. Ft.	15.62	18.50	468.53	555.00
PA #2, 18" " " "	90	" "	3.40	4.00	305.79	360.00
PA #3, Prepare S.P. Sites	All				61.03	250.00
PA #4, Extra Haul on 3"-0"	6,690	Yd. Mi.	0.104	0.12	692.81	802.80
S.P. Haul Adj., Favor of State	- 734.47	Yd. Mi.		0.10		- 73.45
S.P. Purchase Excess Rejects	28.2	Cu. Yd.	0.25	0.25	7.05	7.05
Force Account					39.07	42.47
					$25,039.52	$25,546.32

NOTED
State Highway Engineer

* Work subcontracted to C. E. Lesseberg.

ø Work subcontracted all or in part to J. C. Compton Co.

Gross Revenue	$25,546.32
Total Cost	25,039.52
Net Profit	$ 506.80

Net Profit Equals 2.0% of Gross Revenue

Detail of Cost

Labor:			
Supervision		$825.00	
Labor		6,307.64	
Labor Insurance		475.12	
			$7,607.76
Materials:			
12" Concrete Pipe	66 Lin. Ft. at $0.83	$54.78	
18" Corr. Metal Pipe	90 " " " 2.36	212.40	
48" " " "	30 " " " 11.96	358.80	
18" Bands	3 Each at $3.55	10.65	
48" "	1 " " 9.33	9.33	
			645.96
Equipment Rental & Miscellaneous:			
Equipment Rental		$2,556.25	
Hired Equipment (Inc. Trucks Fully Operated)		4,612.82	
Gas, Oil and Grease		1,604.89	
Freight & Cartage		625.19	
Telephone & Telegraph		128.86	
Royalty		40.45	
Small Tools & Miscellaneous		780.75	
Bond		191.60	
Home Office & General Overhead		352.43	
			10,893.24
Subcontract to C. E. Leseberg			2,960.22
Subcontract to J. C. Compton Company			2,932.34
Total Cost			$25,039.52

Breakdown of Crushing Costs

3/4" - 0" Material in Base and Shoulders	488 Cu. Yd.
3/4" - ½" Material in Stockpile	2,009.5 " "
½" - ¼" Material in Stockpile	1,442.8 " "
¼" - 0" Material in Stockpile	930 " "
Aggregates	390 " "

Total Amount Crushed - 5,260.3 Cu. Yd.

	Amount	Total Cost	Unit Cost
Move In and Set Up	5,260.3 Cu. Yd.	$1,847.75	$0.35
Feed to Crusher	" " "	2,546.91	0.48
Crush	" " "	7,762.82	1.48
Haul to Stockpile	" " "	2,345.46	0.45
Stockpile	4,382.3 " "	533.13	0.12
			$2.88

Remarks:

This was a "Federal Aid Secondary" project calling for the grading, surfacing and oiling of 0.51 mile of highway roadbed and the furnishing of 4,650 cubic yards of crushed gravel in stockpiles. The contract was bid February 6th, 1950, and awarded April 5th, 1950.

The general excavation and roadbed finishing were subcontracted by the contractor to C. E. Leseberg. Work was started on the excavation April 27th, 1950, and completed May 10th, 1950. Equipment used included three DW-10 units and one #12 blade.

The contractor began erecting his crushing plant May 5th, and started crushing May 16th, crushing his maintenance rock and oil aggregates. Crushing was finished on these items June 9th, with the plant immediately swinging over to key rock and all crushing being completed June 15th. Equipment used by the contractor consisted of his small portable Cedar Rapids crushing plant, one TD-14 tractor, one TD-6 tractor and one automobile. Rented equipment included one #12 motor patrol, one 10-ton roller, eight 5 cu. yd. dump trucks, one loader and one water wagon.

The placing of the mineral aggregates and the furnishing and placing of the 151-200 asphalt was subcontracted to the J. C. Compton Co. Oiling was started on June 16th, and the project was completed June 19th.

Very low efficiency for the crushing plant due to numerous breakdowns, an unusually large percentage of rejects and poor supervision and labor increased the crushing costs to a point where high bid prices did not allow a profit for crushing. All major bid items except crushing were subcontracted at the bid prices which resulted in a slight loss to the contractor due to overhead costs.

This project was bid at high bid prices, but poor supervision and labor, low production and too much subcontracting increased costs and did not allow a fair profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
NOV 8 - 1950
FOR FILING

S211(4)

3304

November 8, 1950

General Casualty Co. of America
J. C. Finlay, Agent
Board of Trade Bldg.
Portland 4, Oregon

Dear Sir:

The State Highway Commission is prepared to make semi-final payment to M.A. Toole Construction Co. on contract No. 3304, covering the Garrison Corner Section of the Nyssa-Adrian Secondary Highway in Malheur County. This payment, in the amount of $1,323.87, will be made on or after November 18, 1950. The retained percentage is $767.79.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.

NOTED ON CARD

11-6 [illegible]

Form E-1—10M—7-50

[illegible] (x)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending October 21, 1950

Section Garrison Corner

Kind of work Grading, Surfacing, and Paving

Highway Nyssa - Adrian

Section prefix 123-1043

Contractor N.A. Toole Cons't. Co.

Contract number 3304

Date of contract April 15, 1950

Date of completion August 31, 1950

Date work started April 27, 1950

Estimated date of completion Sept. 20, 1950

Amount of contract . . . . $ 24,912.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $ 25,550.55

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 2,035.87, 8.0 %

Date project was completed Sept. 15, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate was submitted Wednesday, Oct. 18.

NOTED
F. G. [illegible]

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

Signed Lloyd C. Johnson By W. L. Hamilton

Address Box 402 Ontario, Oreg.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.5 1	0.51	15	[illegible]	
Miles partially completed					
Miles completed	0.[illegible]	0.51	15 ~~0.64~~	0.51	
Total estimated quantities	14,[illegible]	2,270	4,835	560 cy [illegible] ton.	
Estimated quantities moved or placed to date	13,591.6	2,507	4,362.3	390 cy 30.[illegible] ton	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
WU SEP 27 1950
FOR FILING

S-24 (4)
3304

September 26, 1950

Standard Oil Company of California
P. O. Box 1495
Spokane 7, Washington

Attention: Mr. J. D. Hartup

Gentlemen:

This is to acknowledge your letter of September 22nd concerning the status of State Highway Contract 3304 awarded to N. A. Toole Construction Company for grading and surfacing the Garrison Corner Section of the Nyssa-Adrian Secondary Highway in Malheur County.

The last estimate received on this job was dated July 7, 1950, and as of that date there was approximately $500.00 more work to be performed. The contract was completed September 15, 1950, but the semi-final estimate has not yet been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

STANDARD OIL COMPANY OF CALIFORNIA

MARKETING DEPARTMENT
E. W. HOLSTAD
DISTRICT MANAGER
G. W. O'BRIEN
ASSISTANT DISTRICT MANAGER
A. E. STEVENS
ASSISTANT DISTRICT MANAGER
S. A. GRONSDAHL
ASSISTANT TO THE DISTRICT MANAGER

OFFICE
OLD NATIONAL BANK BLDG.
P. O. BOX 1495

SPOKANE 7, WASHINGTON

September 22, 1950

N. A. TOOLE CONST. CO.
CONTRACT NUMBER 3304

Department of Highways
State of Oregon
Salem, Oregon

1-7-50
$5317.80

Gentlemen:

We would appreciate it if you would tell us if this Job has been completed and accepted. Also, please give us the date.

Would you inform us if there will be any more estimates sent in by Mr. Toole for this Job.

Enclosed is a postage paid envelope for your convenience in replying.

Sincerely yours

J D Hartup
District Credit Manager

JDH:mhs
enc.

RECEIVED
SEP 21 1950
FOR FILING

S-211 (4)

3304

September 18, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 15, 1950 on Contract No. 3304, Garrison Corner Section, in connection with Federal Aid Project No. S-211 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. G. Williams
Asst. State Highway Engineer

SBP:md
cc: John Cattrall

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FOR FILING

[illegible]

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-211(4)
Garrison Corner Section
Nyssa-Adrian Highway

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Jor

ed 1946)

85

State Oregon

Federal-aid Secondary Project No. S-211(4)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 18th day of May, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 19th day of March, 1949, a program, which was approved on the 8th day of July, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 18th day of January, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eight thousand and 00/100 dollars ($8,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16 11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(a) By the State Chapter 175, Laws 1917; Chapter 5[illegible], Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(b) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 145+00 near the center of Section 6, T. 20 S., R. 47 E., W.M., and survey station 172+13.83 on the south boundary of SW¼ of Section 6, T. 20 S., R. 47 E., W.M., without exception

, length 0.513 miles, in Malheur County, being Oregon Federal-aid/Secondary project No. S-211(4), consisting of 0.513 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length.~~

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(a) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eight thousand and 00/100 dollars ($8,000.00), which does not exceed the authorized Federal pro rata share of thirteen thousand three hundred thirty-seven and 50/100 dollars ($13,337.50), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

Attest

SECRETARY

COMMISSIONER OF PUBLIC ROADS,

By

Division Engineer,
Public Roads Administration.

RECEIVED
MAY 19 1950
DIVISION 8

RECEIVED
1950
FOR FILING

S-211 (4)

July 19, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the inquiry contained in your letter of July 7, 1950, concerning the railroad easement documents in connection with Project No. S-211 (4), Garrison Corner Section.

In this instance, the railroad property required for highway purposes, has been transferred to the State by dedication deed instead of by the usual encroachment easement.

Accordingly, we are not submitting the usual four copies, which you require for encroachment agreements, since we normally do not furnish copies of documents covering properties when purchased from railroad companies.

One copy of the deed, however, is being enclosed for your information.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWN:nd

July 7, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Completion of the project agreements on Oregon Projects No. S-211(4) ~~[illegible]~~), Garrison Corner Section of the Nyssa-Adrian Highway and Dodson-Bonneville Section of the Columbia River Highway are being withheld pending receipt of railroad easement documents.

The project agreements were forwarded you on April 28, 1950 and May 8, 1950 for the Commissions approval. The transmittal letter called your attention to the fact the required easements had not been received. Please expedite their submittal.

Very truly yours,

T. M. DAVIS
District Engineer

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6 1951
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

INTER-DEPARTMENT CORRESPONDENCE

COPY

Salem, Oregon
July 13, 1950.

COPY

Subject: Your assignment 2014
Our File15966
Dodson-Bonneville Sec.
Union Pacific

File 15700-Union Pacific
Garrison Corner Section
Nyssa-Adrian Highway

Mr. W. C. Williams,
Ass't State Highway Engineer

OFFICE

Dear Mr. Williams:

As requested in the above assignment I am handing you herewith conformed copies of the ageements with the Union Pacific Railway on the two above sections of highway.

Very truly yours,

J. M. Devers

By R. L. Porter(signed)

R. L. Porter
Ass't Right of Way Engineer

RLP:MA

Encl.

Noted
W. C. Williams

JN.

RECEIVED
FOR FILING

S 211-(4)

June 29, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We refer to your letter of June 28, calling attention to a typographical error in the bid quantity for "Preparation of Base" as shown in your copies of the contract for the Garrison Corner Section, Project S-211 (4).

Please correct this error by changing the quantity from 0.61 mile to 0.51 mile.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:ge

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 28, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to contract assembly for the Garrison Corner Section of Nyssa-Adrian Highway Oregon Project S-211(4) for which bids were received on February 6, 1950. We note under the schedule of contract price that Item 16 "Preparation of Base", the unit is given as 0.61 mile while the unit actually is 0.51 mile, and the extension has been carried out using the latter mileage.

Please advise if you desire us to correct the figure here or will you prepare a correct schedule showing the correct mileage.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible] 1950
FOR FILING

April 21, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Garrison Corner Section, Project No. S-211 (4).

The completely executed copies of agreement covering encroachment on the railroad right of way have not been returned by the railroad company. The usual copies, however, will be submitted to you as soon as the executed agreement is received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMM:cw

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (4)

GARRISON CORNER SECTION OF THE
NYSSA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, April 13, 1950

Type Code 5231

Roadway (Sta. 145+00 to 172+13.83)

All Required		Clearing and Grubbing		$ 300.00
60	cu. yds.	Structural Excavation, Unclassified	$ 2.00	120.00
30	cu. yds.	Trench Excavation, Unclassified	2.00	60.00
12,900	cu. yds.	General Excavation, Unclassified	0.20	2,580.00
0.51	mile	Finishing Roadbed and Slopes	500.00	255.00
40	lin. ft.	12" Concrete Pipe	1.50	60.00
40	lin. ft.	36" Corr. Metal Pipe	11.00	440.00
70	lin. ft.	18" Corr. Metal Siphon Pipe	4.50	315.00
6	cu. yds.	Concrete End Basins	60.00	360.00
2,000	cu. yds.	3" - 0" Material in Base	0.90	1,800.00
570	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	1,852.50
60	M-gal.	Sprinkling	3.00	180.00
0.51	mile	Preparation of Base	500.00	255.00
330	cu. yds.	Furnishing and Placing Aggregates	5.75	1,897.50
30	tons	Furnishing and Placing 151-200 Asphalt	55.00	1,650.00
			Subtotal	$12,125.00
			10% Engr. & Cont.	1,212.50
			Total	$13,337.50

Length of Roadway	0.513 mile
Cost per mile	$25,999.02

Federal Aid Secondary Funds- -	$ 8,000.00
State Funds- -	5,337.50
	$13,337.50

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

Sent plan 1/16

January 4, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and one copy of form PR-9 covering program change to accompany plans and specifications for the Garrison Corner Section, Project No. S-211 (4).

Six bid proposals and one set of full size plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JKM:sw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-211 (4)

GARRISON CORNER SECTION OF THE
NYSSA-ADRIAN HIGHWAY IN MALHEUR COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, January 4, 1950

Type Code 5231

Roadway (Sta. 145+30 to 172+13.83)

All Required		Clearing and Grubbing		$ 300.00
60	cu. yds.	Structural Excavation, Unclassified	$ 3.00	180.00
30	cu. yds.	Trench Excavation, Unclassified	3.00	90.00
12,900	cu. yds.	General Excavation, Unclassified	0.35	4,515.00
0.51	mile	Finishing Roadbed and Slopes	600.00	306.00
40	lin. ft.	12" Concrete Pipe	2.50	100.00
40	lin. ft.	36" Corr. Metal Pipe	12.00	480.00
70	lin. ft.	18" Corr. Metal Siphon Pipe	5.00	350.00
6	cu. yds.	Concrete End Basins	65.00	390.00
2,000	cu. yds.	3" - 0" Material in Base	1.00	2,000.00
570	cu. yds.	3/4" - 0" Material in Base and Shoulders	2.50	1,425.00
60	M-gal.	Sprinkling	4.00	240.00
0.51	mile	Preparation of Base	300.00	153.00
330	cu. yds.	Furnishing and Placing Aggregates	5.00	1,650.00
30	tons	Furnishing and Placing 151-200 Asphalt	50.00	1,500.00
			Subtotal	$13,679.00
			10% Engr. & Cont.	1,367.90
			Total	$15,046.90

Length of Roadway	0.513 mile
Cost per mile	$29,331.18

Federal Aid Secondary Funds- -	$ 9,300.00
State Funds- -	5,746.90
	$15,046.90

GARRISON CORNER SECTION

PROJECT NO. S-211 (4)

While negotiations for rights of way are in progress, the right to occupy and use the portion of the Union Pacific Company's right of way, where encroachment occurs by this project, has not been secured, but it is now believed the encroachment agreement will be completely executed within thirty days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

January 4, 1950

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

January 4, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Project
(Previous Program)

(Date of Approval)

NTY Malheur

FA or FAS Route No. FAS 518

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	82	S-211 (4)	2.5 mi. S. of Nyssa S. 0.3 mi.	Survey-Plans					Gr., Dr., 2-lane intermediate-type surfacing
				Right-of-Way					
				Construction	25,000	15,000	10,000		
				Total	25,000	15,000*	10,000	0.30	
Requested Revision	82	S-211 (4)	2.5 mi. S. of Nyssa S. 0.513 mi.	Survey-Plans					Same
				Right-of-Way					
				Construction	15,046	9,300	5,746		
				Total	15,046	9,300*	5,746	0.513	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Completion of survey and plans resulted in increasing the length of project to provide proper grade and alignment.

* It is requested sufficient funds be retained in program to take care of normal overrun in cost when bids are received.

Recommended for approval ____________ District Engineer ______ (date)

Recommended: ____________ Division Engineer ______ (date)

Approved: ____________ Acting Commissioner ______ (date)

RECEIVED
JUN 1 4 1950
FOR FILING

AGENDA
APR 24 1950

Ok
4-24

1-l

[illegible]

3304

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1950

SUBJECT: File 15791
Garrison Corner Section
Nyssa-Adrian Highway

To:
Mr. H. B. Glaisyer
Secretary

OFFICE

Dear Mr. Glaisyer:

Attached hereto is a form of Agreement from the Bureau of Reclamation to cover right of way on the above project. This agreement is to take the place of a previous five-year agreement that was granted by the Regional Director at Boise, Idaho.

The instrument has been approved by Mr. Devers and Mr. Stiffler and it is requested that it be placed on the agenda for consideration of the Highway Commission. The matter will be presented by Mr. Cooper.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Asst. Right of Way Engineer

RLP:ms
Enc.

all 3 copies to Cooper 4/28 to get signed by Bur. of Reclamation.

A

3 copies to be signed

R-E.

RECEIVED
FOR FILING

2-311 (4)

3304

Files

May 12, 1950

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3304 which was awarded to you on April 5, 1950 by the State Highway Commission, covering the Garrison Corner Section of the Nyssa-Adrian Secondary Highway in Malheur County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 5/12, g.l

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FOR FILING

S-211 (4)

[illegible]

May 1, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on April 27, 1950 on Contract No. 3304, Garrison Corner Section, in connection with Federal Aid Project No. S-211 (4).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gm

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S-211 (4)

3304

AGENDA
APR 24 1950

A-4

April 5, 1950

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Re: Contract No. 3304

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading, surfacing and oiling the Garrison Corner Section of the Nyssa-Adrian Secondary Highway in Malheur County. This award was based on your low bid of $24,912.50 submitted on February 6, 1950.

Contract forms will be sent to you for execution within the next few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ts
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
L. R. White (S.I.A.C.)

GET CONFIRMED

S+C

DOMESTIC SERVICE			
Check the class of service desired; otherwise this message will be sent as a full rate telegram			
FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE			
Check the class of service desired; otherwise this message will be sent at the full rate			
FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 5, 1950

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

State Highway Commission awarded you today contract for Garrison Corner Section of Nyssa-Adrian Secondary Highway in Malheur County, based on your low bid submitted February 6, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

RECEIVED
APR
FOR FILING

S-211( )

22-4

New THRILL FOR THE KIDDIES
EASTER BUNNYGRAM
SIGNED Peter Rabbit
BEAUTIFUL NEW BLANK

MESSAGE SUGGESTIONS AT ANY WESTERN UNION OFFICE

ESTERN UNION

1201

341

W. P. MARSHALL, PRESIDENT

SYMBOLS
DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA131 GOVT PD=PORTLAND ORG 5 122P=

R H BALDOCK=

STATE HIGHWAY ENGINEER

1950 APR 5 PM 1 41

REYOURTEL TODAY ADVISING ALL RIGHTS OF ENTRY ACQUIRED OREGON PROJECT S-211(4) GARRISON CORNER SECTION. WE HEREBY CONCUR IN AWARD CONTRACT TO N.A. TOOLE CONSTRUCTION CO. WHO SUBMITTED LOW BID FEBRUARY 6TH=

T M DAVIS=

S-211(4) 6=(

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 5, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

REQUEST CONCURRENCE AWARD TODAY CONTRACT GARRISON CORNER PROJECT TO N. A. TOOLE CONSTRUCTION CO. OF ONTARIO. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
FOR FILING

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

March 6, 1950

Oregon State Highway Commission
Salem, Oregon

Att: Mr. W. C. Williams

Dear Sir:

It is agreeable with the N. A. Toole Construction Co. to allow thirty days advance time for the awarding of the bid on the Garrison Corner Section of the Nyssa-Adrian Highway project.

Yours very truly,

N. A. Toole Construction Co.
By

(Signed) Anne S. Toole

Original letter filed in Contract

~~R~~ECEIVED
FEB 10 1950
FOR FILING

2-211 (4)

F M Flaiger

2-9-50

Ted Porter phoned, would like to have the best dup. copy of the agreement with Bureau of Reclam (agenda 2-m) to send to them. Says they are anxious to get a copy.

F Query

Garrison Diversion
Nyssa-Adrian Hwy

original & duplicate attached
send him the original
keep "office copy" & return to me
~~#85~~

2-10-50

I phoned Porter & advised him that the agreement has been sent to Mr Gaige as requested by Mr Gaige in his letter of 2-2 attached to the "Office Copy"

F.K.

CEIVED
FOR FILING
OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

January 18, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project S-211(4), Garrison Corner Section of Nyssa-Adrian Highway have today been recommended for approval subject to changes which may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all right-of-way or rights-of-entry have been obtained.

It is noted that the length is shown as 0.513 mile, the more exact figure being 0.5139. The papers have not been changed in this instance, but in the future it seems desirable to give the length to the nearest thousandth.

In accordance with your request the increased programmed length of the project to 0.513 mile has been approved and no change was made in the program total cost and federal funds.

Please send us copies of the railroad easement as soon as they are available.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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OCT 31 1949
FOR FILING
FORM E-30 25M 6-49 32602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 27, 1949

SUBJECT: Garrison Corner Section
Nyssa-Adrian Secondary Highway
Malheur County
Station 144+40 to 172+13.83

To: Mr. R. W. Cozad
District Supervisor
Right of Way Department
Oregon State Highway Commission
Bend, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Cozad:

I have been informed by Mr. Probert's office that the Garrison Corner Section of the Nyssa-Adrian Secondary Highway is to be shortened to the section between the two railroad grade crossings, namely from Station 144+40 to Station 172+13.83.

It is my understanding that it is quite likely that revisions will be made on the remaining portions of this project, therefore, please confine the present right of way purchases to the section above listed.

Very truly yours,

J. M. DEVERS

By Forrest Cooper
FORREST COOPER
Right of Way Engineer

FC:MA
cc - W. C. Williams ✓
cc A. R. Benfield
H. G. Smith
E. F. Chidsey

F-161(15) Goshen-Creswell Sec., 1950
Pacific Hwy.
#3305

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FOR FILING

[illegible]

OREGON STATE HIGHWAY DEPARTMENT
(date)
July 3, 1952

(CONTRACT NO.) 3305	(EST. NO.)	(CONTRACTOR)	
3305	10-final	Porter W. Yett	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11505	R-43834	$ 4,871.97	July 3, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to June 30, 1951 without penalty

Completion Date: June 14, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: July 7, 1952

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
J. B. Hen

NOTED ON CARD
[illegible]

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JUN [illegible]
FOR FILING

3305

June 19, 1952

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

On August 30, 1951 we notified you that final payment would be made to Porter W. Yett for work performed on State Highway Contract No. 3305, covering the Goshen-Creswell Section of the Pacific Highway in Lane County, on or after September 10, 1951 in the amount of $4,039.92.

This is to advise that revised final payment will be released to the contractor in the amount of $4,871.97. The total contract amount is $135,379.62, of which $1,297.37 represents force account items. The present payment will be made on or after June 30, 1952.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED

FOR FIL

April 4th, 1952

Pacific Highway
Contract #3305

7- [illegible] (15)

FINAL COST ANALYSIS

Grade, Surface and Pave
Porter W. Yett, Contractor
E. E. Umphlette, Resident Engineer

Goshen-Creswell Section
Prefix 20-1063-201(41)

NOTED
State Highway Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Clearing & Grubbing			$	$	$ [illegible].20	$ 500.00
Removal of Pavement	1,847.1	Sq. Yd.	0.41	0.50	764.69	923.55
St. Excav., Unclass.	264.9	Cu. Yd.	3.32	4.00	878.36	1,059.60
Gen'l. Excav., Unclass.	41,455.4	" "	0.51	0.30	21,017.88	12,433.62
Short Overhaul	168,271.2	Yd. Sta.	0.031	0.02	5,233.23	3,365.42
Long "	5,762.4	C-Yd. Sta.	0.57	0.40	3,288.38	2,304.92
Finishing R/B & Slopes	3.63	Mile	460.36	500.00	1,671.10	1,815.00
Rounding Cutbanks	3,487	Lin. Ft.	0.14	0.15	487.04	523.05
12" Concrete Pipe	387	" "	1.44	2.00	557.28	774.00
18" " "	99	" "	2.76	3.50	273.24	346.50
36" " "	144	" "	6.22	9.00	895.68	1,296.00
Salvaging Culvert Pipe	638	" "	1.14	1.00	727.32	638.00
Class "A" Concrete	9.92	Cu. Yd.	57.94	60.00	574.76	595.20
Metal Reinforcement	1,166	Lb.	0.111	0.12	129.43	139.92
Metal Guard Rail	375	Lin. Ft.	2.74	3.00	1,027.50	1,125.00
Selected R/B Topping	20,496	Cu. Yd.	0.44	0.36	9,098.82	7,378.56
Hauling " "	67,346.75	Yd. Mi.	0.145	0.13	9,711.12	8,755.08
3/4"-0 Mat'l. in Leveling Course & Shldrs.	3,468	Cu. Yd.	2.39	2.50	8,281.58	8,670.00
Sprinkling	386	M/Gal.	1.97	2.00	760.42	772.00
3/4"-0 in Binder Course	56	Cu. Yd.	2.63	2.50	147.51	140.00
Class "B" Asphaltic Concrete	12,857.19	Ton	7.07	5.85	90,959.36	75,214.56
Emulsified Asphalt in Seal Coat	42.94	Ton	41.24	45.00	1,781.85	1,932.30
Aggregate in Seal Coat	302	Cu. Yd.	2.97	4.00	896.94	1,208.00

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
RC-3 Asphalt in Binder Course	10.61	Ton	$39.11	$40.00	$ 417.92	$ 424.40
PA #1, Cement Adj., Favor of Contractor	.125	Bbl.	3.82	3.82	0.48	0.48
PA #2, Item 1, 3/4"-0 Cr. Gravel in Stockpile	761.6	Cu. Yd.	1.65	1.75	1,256.64	1,332.80
PA #2, Item 2, Screen Rejects in Stockpile	1,657	" "	0.25	0.25	411.25	411.25
Force Account					399.42	465.32
					$162,046.40	$134,547.57

Total Cost	$162,046.40
Gross Revenue	134,547.57
Net Loss	$ 27,498.83

Net Loss Equals 20.4% of Gross Revenue

Detail of Cost

Labor:						
Supervision					$6,343.44	
Labor					54,853.65	
Social Security					917.96	
State Industrial Accident Insurance					1,162.74	
Unemployment Insurance					1,652.32	
						$64,930.11
Materials:						
12" Concrete Pipe	387	lin. ft.	at	$0.75	$ 290.25	
18" " "	99	" "	"	1.60	158.40	
36" " "	144	" "	"	4.50	648.00	
Cement	12	sacks	"	2.00	24.00	
Sand	19	"	"	0.25	4.75	
Class "A" Ready Mix Concrete	10	cu. yd.	"	13.00	130.00	
Metal Reinforcement	1,166	lbs.	"	0.063	73.34	
Metal Guard Rail Inc. Posts	375	lin. ft.	"	1.54	576.30	
Muck Sand	632	cu. yd.	"	0.35	221.20	
" "	68	" "	"	2.00	136.00	
" "	40	" "	"	1.25	50.00	
¼"-0 Cr. Gravel	256	" "	"	2.50	640.00	
" " " "	10	" "	"	1.75	17.50	
85-100 Asphalt	740	tons	"	20.00	14,800.00	
Emulsified Asphalt	42.94	"	"	24.36	1,046.02	
RC-3 Asphalt	10.61	"	"	22.00	233.42	
Colas	4.48	"	"	48.00	214.08	
Freight on Asphalt					4,694.55	
Class "B" Asphaltic Concrete	421.44	tons	"	6.40	2,697.21	
Class "B" Asphaltic Concrete	18.555	"	"	6.00	111.33	
						26,766.35
Equipment Rental & Miscellaneous:						
Equipment Rental					$29,414.45	
Rented Equipment & Trucks					16,629.76	
Gas, Oil & Grease					8,728.57	
Fuel Oil	66,427	gals.	at	$0.04667	3,098.34	
Explosives					606.66	
Lumber					284.70	
P.L. & P.D. Insurance					1,101.55	
Royalty on Gravel					1,615.58	
Oxygen, Acetylene Etc.					122.70	
Freight & Cartage					1,246.51	
Small Tools & Misc.					2,617.04	
Bond					1,009.08	
Home Office & General Overhead					3,874.50	
						70,349.94
Total Cost						$162,046.40

Remarks:

This was a "Regular Federal Aid Project" calling for the construction of 1.03 miles of highway roadbed, the widening of 2.60 miles of existing highway roadbed and the surfacing and paving of 3.63 miles of highway roadbed. The contract was bid and awarded March 21st, 1950; work was started June 2nd, 1950, stopped October 14th, 1950 due to inclement weather, resumed May 2nd, 1951 and completed June 14th, 1951. All work was handled by the contractor except for the furnishing of a small amount of asphaltic concrete for patching.

Equipment used by the contractor included one #60 tractor and dozer, three rented D-8 tractors with dozers and 12 cubic yard carryalls, one 3/4 cubic yard shovel, three trucks, one 315 compressor, one heavy duty ripper (also hired), one patrol and one pickup on grading; one three-crusher crushing plant, the same 3/4 cubic yard shovel, trucks as required, the same patrol, one 10-ton roller, water wagon, pickup and miscellaneous small equipment on crushing road rock and paving aggregates; and one 3,000-lb. batching plant, D-8 tractor and dozer, trucks as required, paving machine, patrol, two rollers and small equipment as required for the paving.

Grading was bid very low considering the class of material encountered and the manner in which it had to be moved. The cut at Station 105 which the contractor estimated to be all common contained approximately 6,000 cubic yards of solid rock which required extensive drilling and shooting. A 3/4 cubic yard shovel used for loading from this cut was entirely too small to handle the material, and progress was very slow. The bulk of the excavation from Station 184 to 195 was fair dirt except that the material was very wet and sticky. Where possible the material was loaded and hauled by tractor and carryall but about 60% of the material required loading by shovel and hauling by trucks, as the tractors and carryalls could not place the material where it was required. The material was very sticky to handle by the shovel, hanging and clogging the dipper bucket and slowing the loading.

Paving operations were very slow. The aggregates were very dirty, poorly segregated and contained insufficient fines. The highest production obtained was 781.5 tons in a 10-hour day, but average production was less than 430 tons, the plant requiring 30 working days to produce 12,857 tons. The poor segregation and dirty aggregates also tended to produce a poor mix, and considerable trouble was had by the top lift breaking and skidding. 440 tons of top lift was removed by the contractor and replaced with mix purchased from commercial plants in Eugene.

Topping and crushing were also bid low and poorly handled. The contractor set up his crushing plant in such a manner that sufficient quantities of materials could not be obtained in the specified gravel pit to complete the project. As a result he was compelled to purchase an additional 14,373 cubic yards of material on a royalty basis at a cost of $1,615.58.

This job had very poor supervision, was bid too low on some of the major items, was held over a winter season and showed a large loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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OCT 17 1951
FOR FILING

F-161 (15)

October 4, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover three copies of Final Voucher for each of the following projects, the fourth copy of each voucher being handed to your auditor, previously for use in checking our cost records:

F-28 (3)	Ontario-Cairo Junction	$ 4,622.00
F-161 (15)	Goshen-Creswell	10,616.00
S-229 (3)	Alder Creek-Philomath	5,487.00
S-260 (3)	West Unit, Hamilton-Long Creek	5,000.00
		$25,725.00

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

RECEIVED

FOR FILING

F-161 (15)

3305

August 30, 1951

Continental Casualty Company
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3305 for work performed on the Goshen-Creswell Section of the Pacific Highway, Lane County, was completed by the contractor, Porter W. Yett, on June 14 and was formally accepted by the Highway Commission on July 16, 1951.

Final payment in the amount of $4039.92 will be released to the contractor on or after September 10, 1951. The total contract amount is $134,547.57, of which amount $465.32 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUL 31 1951
FOR FILING

[illegible]

[illegible]

July 27, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Porter W. Yett on contract No. 3305, for grading and paving on the Goshen-Creswell Section of the Pacific Highway in Lane County. This payment, in the amount of $16,042.53, will be made on or after August 6, 1951. The retained percentage is $4,036.32.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUN [illegible] 1951
FOR FILING

[illegible]

[illegible]

June 19, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on June 14, 1951 on Contract No. 3305, Goshen-Creswell Section, in connection with Federal Aid Project No. F-161 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

by

W. C. Williams
Assistant State Highway Engineer

BSP:ple

cc: John Cattrall

Form E-1—10M—7-50

7-161 (15)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 16, 1951

Section Goshen - Creswell

Kind of work Grading and paving

Highway Pacific

Section prefix 20-1063

Contractor Porter W. Yett

Contract number 3305

Date of contract April 19, 1950

Date of completion September 30, 1950

Date work started June 2, 1950

Estimated date of completion June 30, 1951

Amount of contract $ 133,975.00

Per cent of time elapsed 407 / 164 248 %

Estimated cost of completed project, exclusive of engineering $ 134,173.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 13,000.00, 9.7 %

Date project was completed June 14, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

PROGRESS BY CONTRACTOR

Monday was spent finishing shoulders and slopes.

Tuesday, paving between Stations 88+00 and 108+40.

Wednesday. Finished Bayly access road at Station 184+60 and completed project this date.

ENGINEERING

One street inspector and two checkers on job part of the week.

RECEIVED
JUN 1 8 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed E. E. Umphlette

Address 2141 East 15th Ave., Eugene, Oregon.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed	3.63				3.63
Total estimated quantities					13,000
Estimated quantities moved or placed to date					12,860 T
Average daily quantities					421 T
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					16

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men	9					1	10
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons	5						5
Men and tractors	1						1

Equipment used during week: Shovels ...., Power graders ....1...., Rollers ....1....., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday	Fair		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

State Printing Dept. 41606

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FOR FILING
FORM E-30 25M 5-50 40300

F-161(15)

3305

File

C
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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Eugene, Oregon
April 12, 1951

SUBJECT:

To:

Mr. K. D. Lytle,
Division Engineer,
Roseburg, Oregon

Dear Sir,

Reference is made to Mr. Tugman's report to Mr. Baldock that the culvert on the Porter Yett job south of Goshen is inadequate. The culvert in question is the double 36-inch pipe at Station 85+10.

During the flash flood we had last winter the water was over the old highway, which is still used by traffic. We have the base course of asphaltic concrete over the double 36-inch pipe and the water did not get over the new grade at any point.

West and opposite of the 36-inch pipes we have a double 30-inch pipe under the old highway which will be removed after traffic is routed over the new section. This, then, will allow the new pipes to function properly and I do not anticipate any high water getting over the new grade.

The new pavement grade is 1.5 feet higher opposite and adjacent to the old pavement, where the pipes cross the old and new section.

The main drainage area is west of the Southern Pacific tracks and their drainage openings consist of one 36-inch pipe and one 24-inch pipe, a total drainage area of 10.2 square feet. The double 30-inch pipe has a drainage area of 9.8 square feet and the double 36-inch pipe under the new highway grade has a drainage area of 14.2 square feet.

Please find sketch attached.

Very truly yours,

Copy from which this was made referred to
Wm. Tugman with note "Please note
and return. R.H.B." 4-17-51

E. E. Umphlette,
Sr. Res. Engr.

EEU:vc
Encl.
To: R. H. Baldock

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APR [illegible] 1951
FOR FILING

Salem, Oregon
April 3, 1951

Mr. W. C. Williams

Mr. Tugman called about a culvert on the job that Porter Yett just completed south of Goshen. He said this was a box culvert about midway on the job which proved to be inadequate last year. Please let me know about it.

R. H. Baldock

RHB:hi

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5 1951
FOR FILING

7-16(5)

3305

February 1, 1951

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on January 23, 1951, had under discussion your request for an extension of time of 227 days, from November 15, 1950 to June 30, 1951, within which to complete your contract No. 3305 for grading and paving on the Goshen-Creswell Section of the Pacific Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

E. E. Umphlette,
Resident Engineer

H. O. Smith

[illegible]

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JAN 4 - 1951
FOR FILING

F-161 (15)

3305

January 3, 1951

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3305, Goshen-Creswell Section of the Pacific Highway, Ore. F-161 (15) from November 15, 1950 to June 30, 1951 to Porter W. Yett, Contractor.

Due to unfavorable weather in September and the early part of October, the Department requested that paving work not be attempted because of the possibility of not being able to secure a satisfactory job.

For this reason I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
JAN 3 - 1951
FOR FILING

9-161 (12)
3305

December 28, 1950 mailed Jan 4 1951

Request for extension of time
No. 2
January 23 and 24 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. 3305 Goshen-Creswell Section of the Pacific Highway, from November 15, 1950 to June 30, 1951.

Unseasonable weather during the months of September and early October prohibited the completion of the paving, and this Department requested that no more paving be done this year.

I would recommend that the extension be granted without penalty. Mr. T. M. Davis concurs.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc W. C. Williams
H. G. Smith

hi

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NOV 27 1950
FOR FILING

7-111(40)

3305

November 17, 1950

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland, Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of 45 days, from September 30 to November 15, 1950, within which to complete your contract No. 3305 for grading and paving on the Goshen-Creswell Section of the Pacific Highway in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

E. E. Umphlette,
Resident Engineer

H. G. Smith

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11-17-50 gl

RECEIVED
OCT 27 1950
FOR FILING

4-111(C)

3305

October 25, 1950

Request for extension of time
No. 15
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Porter W. Yett for an extension of time on Contract No. 3305, Goshen-Creswell Section, from September 30, 1950 to November 15, 1950.

Unfavorable weather conditions in the early spring and extremely high water in several embankment areas of the project prevented the Contractor from making full utilization of his equipment. He has carried this project through to the best of his ability.

I would recommend that this extension be granted without penalty. Mr. F. M. Davis of the Bureau of Public Roads concurs in this recommendation

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
   Mr. H. G. Smith

hi

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OCT 19 1950
FOR FILING

4 [illegible]

3305

October 18, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3305, Goshen-Creswell Section of the Pacific Highway, Ore. F-161 (15) from September 30, 1950 to November 15, 1950 to Porter W. Yett, Contractor.

Unfavorable weather conditions in the early Spring and high water in the embankment area of the project prevented the contractor from making full utilization of his equipment.

He has carried this project through to the best of his ability, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

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FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

F-161(15)

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-161(15)
Goshen Creswell Sec.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Fom

RECEIVED
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

F.161

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon F-161(15)
Goshen Creswell Sec.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

Tom

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CPI 81

State Oregon

Federal Aid Project No. F-161(15)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of August, 1949, a program, which was approved on the 17th day of November, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 3rd day of March, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of eighty-eight thousand and 00/100 dollars ($88,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 3+55.9 in the SE 1/4, Section 14, T. 18 S., R. 3 W., W.M., and survey station 197+00 in the SE 1/4, Section 2, T. 19 S., R. 3 W., W.M., except stations 157+64.52 to 158+83.97, length 3.629 miles, in Lane County, being Oregon Federal Aid project No. F-161(15), consisting of 3.629 miles of roadway and no bridges, ~~each~~ of more than 20 feet clear span, ~~of a mile in length~~.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of eighty-eight thousand and 00/100 dollars ($88,000.00), which does not exceed the authorized Federal pro rata share of one hundred forty-seven thousand, three hundred seventy and 30/100 dollars ($147,370.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available) Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest
SECRETARY

RECOMMENDED FOR APPROVAL:
Ass't STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By M K Mc Ewen
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11370-2

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL

Ass't. STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By ....
Chairman, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
Member, State Highway Commission
(Title of officer)

By ....
(Title of officer)

By ....
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

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RECEIVED
JUL 21 1950
DIVISION 8

RECEIVED
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June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Goshen Creswell Section, Project No. FI-161 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JVN:ew

Encl.

Oregon State Highway Department Federal Aid Project No. F-161 (15)

GOSHEN-CRESWELL SECTION OF THE PACIFIC HIGHWAY IN LANE COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 23, 1950

Type Code 6706
Roadway (Sta. 3+55.9 to 81+00) (Sta. 114+00 to 173+00) (Sta. 194+50 to 197+00)

All Required		Clearing and Grubbing (70%)		$ 350.00
80	cu. yds.	Structural Excavation, Unclassified	$ 4.00	320.00
4,700	cu. yds.	General Excavation, Unclassified	0.30	1,410.00
58,000	yd. stas.	Short Overhaul	0.02	1,160.00
3,800	C-yd. sta.	Long Overhaul	0.40	1,520.00
2.60	miles	Finishing Roadbed and Slopes	500.00	1,300.00
140	lin. ft.	12-inch Concrete Pipe	2.00	280.00
60	lin. ft.	18-inch Concrete Pipe	3.50	210.00
530	lin. ft.	Salvaging Culvert Pipe	1.00	530.00
12	cu. yds.	Class "A" Concrete	60.00	720.00
1,400	lbs.	Metal Reinforcement	0.12	168.00
10,800	cu. yds.	Selected Roadbed Topping	0.36	3,888.00
31,000	yd. mi.	Hauling Roadbed Topping	0.13	4,030.00
1,700	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	4,250.00
240	M-gals.	Sprinkling	2.00	480.00
80	cu. yds.	3/4" - 0" Material in Binder Course	2.50	200.00
8,600	tons	Class "B" Asphaltic Concrete	5.85	50,310.00
32	tons	Emulsified Asphalt in Seal Coat	45.00	1,440.00
150	cu. yds.	Aggregate in Seal Coat	4.00	600.00
			Subtotal	$73,166.00
			10% Engr. & Cont.	7,316.60
			Total	$80,482.60

Length of Roadway	2.598 miles
Length of Bridge (Exception)	0.023 mile
Total Length	2.621 miles
Cost per mile Roadway	$30,978.67

Type Code 6201
Roadway (Sta. 81+00 to 114+00) (Sta. 173+00 to 194+50)

All Required		Clearing and Grubbing (30%)		$ 150.00
3,000	sq. yds.	Removal of Pavement	$ 0.50	1,500.00
50	cu. yds.	Structural Excavation, Unclassified	4.00	200.00
38,000	cu. yds.	General Excavation, Unclassified	0.30	11,400.00
110,000	yd. stas.	Short Overhaul	0.02	2,200.00
2,000	C-yd. stas.	Long Overhaul	0.40	800.00
1.03	miles	Finishing Roadbed and Slopes	500.00	515.00
6,000	lin. ft.	Rounding Cutbanks	0.15	900.00
160	lin. ft.	12-inch Concrete Pipe	2.00	320.00
130	lin. ft.	36-inch Concrete Pipe	9.00	1,170.00
380	lin. ft.	Metal Guard Rail	3.00	1,140.00
11,700	cu. yds.	Selected Roadbed Topping	0.36	4,212.00
30,000	yd. mi.	Hauling Roadbed Topping	0.13	3,900.00
1,600	cu. yds.	3/4" - 0" Material in Leveling Course and Shoulders	2.50	4,000.00
260	M-gals.	Sprinkling	2.00	520.00
140	cu. yds.	3/4" - 0" Material in Binder Course	2.50	350.00
4,400	tons	Class "B" Asphaltic Concrete	5.85	25,740.00
14	tons	Emulsified Asphalt in Seal Coat	45.00	630.00
70	cu. yds.	Aggregate in Seal Coat	4.00	280.00
22	tons	RC-3 Asphalt in Binder Course	40.00	880.00
			Subtotal	$60,807.00
			10% Engr. & Cont.	6,080.70
			Total	$66,887.70

Length of Roadway 1.031 miles
Cost per mile $64,876.52

SUMMARY OF FUNDS

Description	Total Cost	Federal Aid Funds	State Funds
Rigid Base	$ 80,482.60	$48,059.00	$32,423.60
Non-Rigid Base	66,887.70	39,941.00	26,946.70
	$147,370.30	$88,000.00	$59,370.30

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

GOSHEN-CRESWELL SECTION

PROJECT NO. F-161(15)

While negotiations for rights of way are in progress ten parcels have not been acquired nor has the right to occupy and use these parcels been secured but it is now believed all necessary rights of way or rights of entry can be made fully available within fifteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 2, 1950

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 2, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Primary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Lane

FA or FAS Route No. FA-3

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programmed	85	F-161(15)	Goshen to Creswell	Survey-Plans					Gr., Dr., 2-lane high-type pavement
				Right-of-Way					
				Construction	150,000	90,000	60,000		
				Total	150,000	90,000	60,000	5.22	
Requested Revision	85	F-161(15)	Goshen to 1.6 mi. N. of Creswell	Survey-Plans					Gr., Dr., 2-lane high-type pavement
				Right-of-Way					
				Construction	157,895	90,000	67,895		
				Total	157,895	90,000	67,895	3.65	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Length decreased to keep cost of project within approximate program amount.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Recommended for approval ______ Asst. State Highway Engr. 3-2-50 (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

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JUN 19 1950
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F-161 (15)

June 16, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 2, 1950 on Contract No. 3305, Goshen-Creswell Section, in connection with Federal Aid Project No. F-161 (15).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

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[illegible] 4 - 1950
FOR FILING

F-1 (1) (15)

3305

May 4, 1950

Porter W. Yett
6500 N.E. Ainsworth Street
Portland, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3305, which was awarded to you on April 19, 1950 by the State Highway Commission, covering grading and paving on the Goshen-Creswell Section of the Pacific Highway, in Lane County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

Recorded 5/4/50
Rn.

CLASS OF SERVICE

This is a full-rate elegram or Cablegram unless its deferred character is indicated by a suitable ymbol above or preceding the address.

WESTERN UNION

1201

(351)..

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

RA082 PD=PORTLAND ORG 19 1125A=

1950 APR 19 AM 11 45

H BALDOCK, STATE HIGHWAY ENGINEER=:

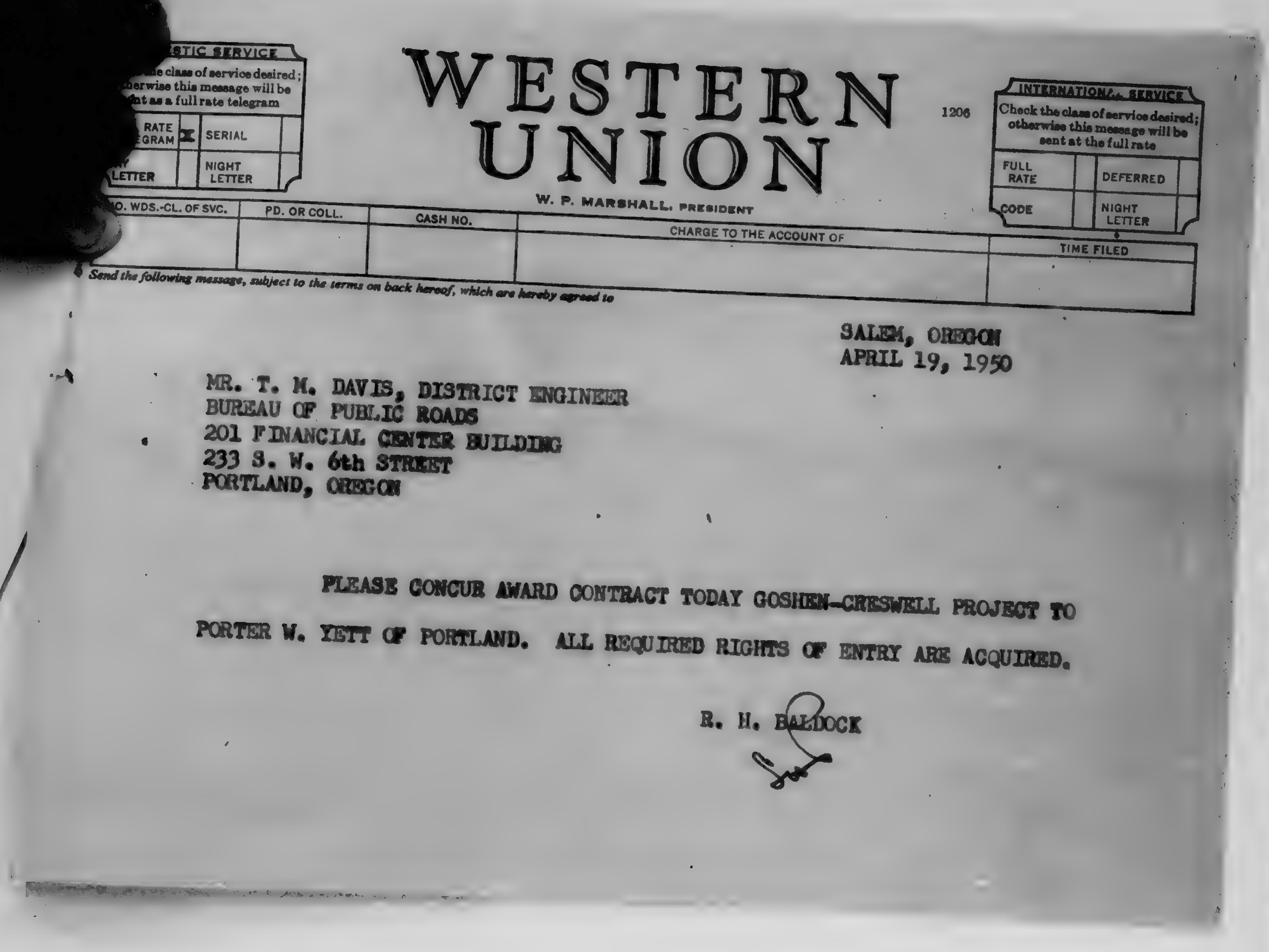
EURTEL ADVISING ALL RIGHTS OF ENTRY OBTAINED OREGON F161(15) GOSHEN-CRESWELL PROJECT, WE HEREBY CONCUR TODAY IN AWARD CONTRACT TO LOW BIDDER PORTER W. YETT=

C G POLK=(

SMART TRAVELERS ALWAYS *Telegraph*
- FOR RESERVATIONS
- TO KEEP IN TOUCH WITH HOME AND OFFICE
- FOR FUNDS IN A HURRY

CONVENIENT · FAST · SURE

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE



...STIC SERVICE
...e class of service desired; ...herwise this message will be ...nt as a full rate telegram

RATE ...EGRAM	☒	SERIAL	
...LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

...O. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
APRIL 19, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

PLEASE CONCUR AWARD CONTRACT TODAY GOSHEN-CRESWELL PROJECT TO PORTER W. YETT OF PORTLAND. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
MAY [illegible] 1950
FOR FILING

7-161(115)

3305

April 19, 1950

Porter W. Yett, Contractor
5500 N. E. Ainsworth
Portland 13, Oregon

Re: Contract No. 3305

Dear Mr. Yett:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for grading and paving on the Goshen-Creswell Section of the Pacific Highway, Lane County, using asphalt. This award was based on your low bid of $133,973 submitted on March 21, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ts
Enc.

cc - H. G. Smith
S. H. Probert
Goldie Lewis
L. M. White (S.I.A.C.)

GET CONFIRMED

Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM	☒	SERIAL	☐
DAY LETTER	☐	NIGHT LETTER	☐

WESTERN UNION

W. P. MARSHALL, PRESIDENT

sent at the full rate

FULL RATE	☐	DEFERRED	☐
CODE	☐	NIGHT LETTER	☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
April 19, 1950
2:00 p.m.

Porter W. Yett, Contractor
6500 N. E. Ainsworth
Portland 13, Oregon

State Highway Commission awarded you today contract for grading and paving the Goshen-Creswell Section of the Pacific Highway, Lane County, using asphalt, based on your low bid submitted March 21, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

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FOR FILING
FORM E-30 25M 1-49 23022

E-1121

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 16, 1950

SUBJECT:

W. C. WILLIAMS

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I understand that the Highway Commission is calling for bids to be received either Monday or Tuesday of next week for work involving the Goshen-Creswell Section of the Pacific Highway. With respect to this project I cannot clear the job. I don't like to stand in the way of things, but I have been trying for a long while to have our work progress so that we in this department can handle the stuff intelligently and to the best financial interests of the State as well as the best public relations.

On this project there are ten parcels to be acquired, totaling 57.08 acres. The descriptions were given to us on February 28. The options had yet to be written. They were prepared and made available to the right of way man on March 3, which was three days after the descriptions had been received in this office; but March 3 was a Friday, so that meant that the right of way man assigned to the project could not get on the job before March 6.

We have not been able to contact the owners of three of the parcels. The owners are not in this State or we have not been able to find them. On a fourth parcel there is $10,000 between us and the owner so far as an agreement is concerned; so it is apparent that some of these properties must be condemned.

I have recommended that no project be put under contract until all of the right of way is under deed--not under option, but under deed. Recently several property owners, after having given an option and after the option has been accepted by the State, have then repudiated the transaction. That means that the Commission must either abandon the option and condemn or bring a suit for specific performance, and a suit for specific performance will take as long or longer to process than will an action to condemn, with the disadvantage that our right to take possession under a suit for specific performance is questionable.

I do not like to be grumbling all the time, but this sort of thing has continued over a long series of years and it makes it terribly difficult for us to function to the best interests of the department, so I am advising now that we cannot clear this job.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:AWP

RECEIVED
MAR 8 1950
FOR FILING
OREGON DISTRICT

Const
Fed Aid
Prog & Projects

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 3, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. F-161(15), Goshen-Creswell Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending advice that all right of way or rights of entry have been obtained.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

103-4208 Division #1 Reoiling Project 1950
on the Woodburn-Estacada, Cascade
#2306 Clackamas & Mt. Hood Hwys.

RECEIVED
FOR FILING

[illegible]

3306

October 31st, 1950

FINAL COST ANALYSIS

Contract No. 3306
Division No. 1 Reoiling

Prefix 103-4208
State Highways in Clackamas County

J. C. Compton, Contractor
Tom Opedal, Resident Engineer

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	32.0	Mile	$50.00	$31.02	$992.59	$1,600.00
Placing Aggregates	10,230	Cu. Yd.	0.80	0.81	8,216.01	8,184.00
Hauling "	32,517.5	Yd. Mi.	0.15	0.17	5,675.89	4,877.63
Furnish & Place Aggregates	1,260	Cu. Yd.	4.00	4.91	6,180.94	5,040.00
Furnish & Place 150-200 Asphalt	744.27	Ton	30.00	30.08	22,387.64	22,328.10
Furnish & Place Emulsified Asphalt	330.39	"	33.00	34.14	11,275.80	10,902.87
					$54,728.87	$52,932.60

Total Cost	$54,728.87
Gross Revenue	52,932.60
Net Loss	$ 1,796.27

Net Loss Equals 3.4% of Gross Revenue

Division No. 1 Reoiling

Detail of Cost

Labor:			
Supervision		$1,467.28	
Labor		12,114.34	
Labor Insurance		885.20	
			$14,466.82
Materials:			
Mineral Aggregate	1,260 cu. yd. at $2.75 at Section Line Plant	$3,465.00	
150-200 Asphalt	744.27 ton at $20.00	14,885.40	
Emulsion	330.39 " " 24.06	7,947.75	
			26,298.15
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$8,347.00	
" " , Hired		187.50	
Gas, Oil and Grease		2,599.92	
Miscellaneous Expense and Small Tools		156.10	
P.U.C.'s		186.95	
Public Liability and Property Damage Insurance		176.02	
Bond		420.13	
Field Office Expense		302.30	
Home Office and General Overhead		1,587.98	
			13,963.90
			$54,728.87

Division No. 1 Reoiling

Breakdown of Oiling Costs

	Cost	Quantity	Unit	Unit Cost
Haul Oil to Job	$5,322.96	1,074.66	Ton	$4.953
Reheating and Placing Asphalt	2,412.60	"	"	2.245
Traffic Control	812.19	"	"	0.756
General Overhead and Proratable Expense	2,282.54	"	"	2.124
	$10,830.29	1,074.66	Ton	$10.078

150-200 Asphalt	$20.00 at Willbridge
Haul and Place	10.08
Cost per Ton	$30.08
Emulsion	$24.06 at Willbridge
Haul and Place	10.08
Cost per Ton	$34.14

Hauling and overhead costs are high due to lost time because of rainy weather. Contractor paid employees for show up and standby time.

Division No. 1 Reoiling

Remarks:

This contract, which required the reoiling of 32.0 miles of state highways in Clackamas County, was bid and awarded on April 24th, 1950. The work was started on June 6th, and it was completed on July 17th, 1950.

The asphalt and emulsion were hauled by the contractors 5 transports from Willbridge, an average of 35 miles. A 2,150-gallon distributor was used for placing the oil. The aggregate for the Mt. Hood Highway section was purchased from the Section Line commercial plant situated near Gresham and hauled on average of 3.5 miles. Oil was placed at an average of 1,267 gallons per hour. At the start of the job a week's time was lost due to rain and inclement weather which greatly increased the cost as the crew members came out to the job each morning and were paid show up time. Oil had to be reheated and hauling cost was also increased.

The contract shows a loss due to bad weather and lost time. The equipment and organization were good.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

103-4208

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3306 4-final (Contract No.)	(Est. No.)	J. C. Compton Co (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13428	380553	1,587.98	8/18/50

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

ACCOUNTING DIVISION
a

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: AUG 23 1950

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3306 4-final (Contract No.)	(Est. No.)	J. C. Compton Co (Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13428	380553	1,587.98	8/18/50

[illegible]:

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Aug. 15, 1950

Completed: July 17, 1950

ACCOUNTING DIVISION

Contract Accepted: July 26, 1950

Time Extensions: None required

Penalties: None of Record

Claims: None of Record

Remarks:

Date: 8-23-50

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer

H. B. Glaisyer

Warrant Mailed:

RECEIVED
AUG - 4 1950
FOR FILING

1^3-4208

3306

August 3, 1950

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3306, covering Division No. 1 Reoiling Project on four State Highways in Clackamas County, has been completed by the contractor, J. C. Compton Co., and that final payment in the amount of $1,587.98 will be made on or after August 14, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $52,932.60, and that no force account work was performed on the project. This contract was completed on July 17 and accepted by the Highway Commission on July 26, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett,Barton,Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
[illegible] 31 1950
FOR FILING

103-4208

3306

July 27, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. C. Compton Co., on contract No. 3306, covering Division No. 1 Recoiling Project on the Woodburn-Estacada, Cascade, Clackamas and Mt. Hood Highways in Clackamas County. This payment, in the amount of $14,014.42, will be made on or after August 7, 1950. The retained percentage is $1,587.98.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending july 22, 1950

Section Division No. 1 Reoiling

Kind of work Reoiling

Highway Woodburn-Estacada, Cascade, Clackamas, & Mt. Hood Highways

Section prefix 103-4208-

Contractor J.C. Compton

Contract number 3306

Date of contract April 24, 1950

Date of completion July 19, 1950

Date work started June 6, 1950

Estimated date of completion , 19

Amount of contract $56,017.00

Per cent of time elapsed 85 %

Estimated cost of completed project, exclusive of engineering $56,017.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $2,500.00, 50 %

Date project was completed July 19, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished July 19, 1950

NOTED
H. G. SMITH

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

NOTED
E. M.

Signed Tom Opedal

Address 9200 S.E. McLoughlin Blvd. Portland, 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				32	
Miles partially completed					
Miles completed				32	
Total estimated quantities				32	
Estimated quantities moved or placed to date					
Average daily quantities				3	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift					
Average force on project for week				30	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 3, Rollers 2, ~~Mixers~~ ...., Distributors Cr~~ushing or screening plants~~ 1
Boiler ~~Compressors~~ 1, Trucks ~~Bulldozers~~ 7, Transports ~~Sheep-foot rollers~~ 5, Cars 3, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	Rain		
Thursday	Clear		
Friday	"		
Saturday			

RECEIVED
MAY 16 1950
FOR FILING

103-4207

3306

May 16, 1950

REGISTERED MAIL

J. C. Compton Company
Box 86
McMinnville, Oregon

Gentlemen:

Your Contract No. 3306 for reoiling on the Woodburn-Estacada, Cascade, Clackamas and Mt. Hood highways in Clackamas County has been received in this office fully executed.

We are, therefore, returning your Certified Check No. 5692, drawn on the First National Bank, McMinnville, Oregon, in the amount of $3,500 which you submitted with your proposal on April 24, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED

FOR FILING

103-4301

3306

May 12, 1950

J. C. Compton Co.
Box 86
McMinnville
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3306 which was awarded to you on April 24, 1950 by the State Highway Commission, for reoiling on Division No. 1 Reoiling Project on the Woodburn-Estacada, Cascade, Clackamas and Mt. Hood Highways in Clackamas County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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FOR FILING

3-4208

3306

April 27, 1950

J. C. Compton Company
P. O. Box 86
McMinnville, Oregon

Gentlemen:

The State Highway Commission on April 24, 1950, awarded you the contract for the re-oiling of sections of Woodburn-Estacada, Cascade, Clackamas and Mt. Hood Highways. This award was based on your low bid of $56,017.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

23-8208 Vale Rock Production Project 1950
on the Central Oregon and Vale-
#2207 West Hwys. near Vale.

RECEIVED
JUL 23 1951
FOR FILING

2 [illegible]
3307

R. H. Baldock

July 17th, 1951

Contract #3307
Contractor - Barney B. Helser

FINAL COST ANALYSIS
Vale Rock Production Project

Prefix 23-8308
Resident Engineer - L. C. Johnson

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in S.P.	2,963.5	Cu. Yd.	$2.45	$2.13	$6,297.26	$7,260.58
½"-¼" " " " "	2,978.8	" "	2.45	2.13	6,327.92	7,298.06
¼"-0" " " " "	1,485.6	" "	2.45	2.13	3,149.33	3,639.72
S.P. Screen Rejects in S.P.	124.6	" "	0.25	0.25	31.15	31.15
S.P. Haul on Screen Rejects in S.P.	62.3	Yd. Mi.	0.12	0.12	7.48	7.48
S.P. Haul Adj., Favor of State	5,872.1	" "	0.10			- 587.21
PA #1, Prepare Stockpile Sites		All	120.00		98.50	120.00
					$15,911.64	$17,769.78
Gravel Crushed for the City of Vale	1,500	Cu. Yd.	2.50	2.13	3,180.00	3,750.00
					$19,091.64	$21,519.78

Gross Revenue	$21,519.78
Total Cost	19,091.64
Net Profit	$ 2,428.14

Net Profit Equals 11.3% of Gross Revenue

Vale Rock Production

Detail of Cost

Labor:		
Labor	$6,080.00	
Labor Insurance	395.20	
		$6,475.20
Equipment Rentals & Misc. Supplies:		
Equipment Rental, Owned	$5,660.50	
" " , Hired Fully-operated	2,480.02	
Gas, Oil & Grease	2,294.41	
Bond	128.63	
Move In, Freight & Cartage	825.00	
Explosives	243.85	
Small Tools & Misc. Supplies	350.00	
General Overhead	514.50	
P.U.C. Insurance	119.53	
		12,616.44
Total Cost		$19,091.64

Breakdown of Crushing Costs

	Quantity	Unit	Total Cost	Unit Cost
Move In & Set Up	8,928	Cu. Yd.	$3,010.48	$0.337
Drill & Shoot	"	" "	1,332.02	0.15
Load in Pit	"	" "	1,760.56	0.197
Haul to Crusher	"	" "	1,599.86	0.18
Crushing	"	" "	7,581.59	0.85
Haul to Stockpile	"	" "	2,644.45	0.296
Stockpile	"	" "	1,064.18	0.12
	8,928	Cu. Yd.	$18,993.14	$2.13

Vale Rock Production
Contract #3307

Remarks:

This was a "State Project" for crushing and stockpiling 7,000 cu. yds. of gravel for maintenance. The contract was bid and awarded April 24, 1950, work started December 14, 1950, and completed February 23, 1951.

The contractor used the gravel deposit designated by the State located 1.0 mile west of M.P. 280.20 on the John Day Highway.

The contractor used his 3-crusher, semi-portable crushing plant with a 15" x 36" jaw crusher and his mechanical feeder. Other equipment used consisted of one ½ cu. yd. shovel, one pit truck, one D-4 cat and dozer, four 5 cu. yd. trucks for hauling crushed gravel to stockpiles, one 105 compressor and miscellaneous small equipment.

The gravel in this pit was a cement gravel formation and had to be drilled and blasted lightly to enable the ½ cu. yd. shovel to load into the pit truck. A larger shovel could have dug without shooting.

The contractor crushed 7,428 cu. yds. of gravel on the State contract and 1,500 cu. yds. for the City of Vale, making a total of 8,928 cu. yds. in 316 hours of crushing time, for an average of 28 cu. yds. per hour.

The contractor had good bid prices and equipment and personally supervised, realizing a fair profit.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED
MAY 15 1951
FOR FILING

23-8307

3307

OREGON STATE HIGHWAY COMMISSION
(date)
May 9, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3307	4 Final	Barney B. Helser

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7741	R-15616	$ 649.49	5/9/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1950

Time Extensions: Feb. 23, 1951 without penalty

Completion Date: Feb. 23, 1951

Date Accepted: April 13, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: May 11, 1951

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

ON CARD

Warrant Mailed:
MAY 11 1951

RECEIVED
APR
FOR FILING

[illegible]

32-1

April 27, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3307 for rock production on the Vale Section of the Central Oregon and Vale-West Secondary Highways, in Malheur County, was completed by the contractor, Barney B. Helser, on February 23, 1951 and was formally accepted by the Highway Commission on April 13, 1951.

Final payment in the amount of $649.49 will be released to the contractor on or after May 7, 1951. The total contract amount is $17,769.78, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible] CARD

4-27-51

RECEIVED
FOR FILING

23-3307

79-1

April 17, 1951

Mr. Barney B. Hulser
General Delivery
Vale, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 13, 1951, had under discussion your request for an extension of time of 176 days, from August 31, 1950 to February 23, 1951, within which to complete your contract No. 3307 covering the Vale Rock Production Project in Malheur County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Highway Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: R. F. Chidsey,
Division Engineer

Lloyd C. Johnson
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
MAR 1 1951
FOR FILING

23-7308

3307

March 12, 1951

Mr. W. W. McKinney
207 Pioneer Trust Building
Salem, Oregon

Dear Mr. McKinney:

This is to acknowledge receipt of a release of claim signed by Leroy E. Grote, President of Peco, Inc., which had previously been filed with this office against Barney B. Kelser.

The claim was received in this office on September 11, 1950, in the sum of $1,006.78 pertaining to State Highway Contracts Nos. 3246, 3293 and 3307.

See 3256 for original copy of claim

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
MAR 13 1951
FOR FILING

93-23-2

33-7

March 12, 1951

Great American Indemnity Company
Wells-Reed Insurance, Agent
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a release of claim from W. W. McKinney, signed by Leroy E. Grote, President of Pemo, Inc., advising that the Pemo claim against Barney E. Helser has been paid in full.

A claim by Pemo, Inc., against Barney E. Helser pertaining to State Highway Contracts 3236, 3249 and 3307 was filed in this office on September 11 and concerning which we notified you on September 14, 1950. The claim as filed was in the sum of $1,036.78.

This information is provided as the Great American Indemnity Company appears as surety on the performance bonds furnished with the above-mentioned highway contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FA:md

Secretary

cc - Mr. Barney E. Helser
Route 2
Molalla, Oregon

Commissioners

R. H. Baldock

W. C. Williams

RECEIVED
MAR
FOR FILING

[illegible]
3307

March 8, 1951

Request for extension of time
No. 2
April 12 and 13 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Barney H. Heiser for an extension of time on Contract No. 3307, Dale Rock Production Project, from August 31, 1950 to February 23, 1951.

The contractor received the award of several state projects during the construction season, and, because of unexpected delays on the previous job, he was unable to complete this one because of bad weather.

Rock produced under this contract will not be needed until the spring of 1951, so there is no inconvenience to the State. I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
   Mr. H. G. Smith

hi

RECEIVED
MAR 29 1951
FOR FILING

[illegible]

3307

March 7, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.,
Portland 4, Oregon.

Gentlemen:

State Highway contract No. 3256, for rock production on the Dixie Summit-Baker County Line Section of the John Day Highway in Grant County, was completed by the contractor, Barney B. Helser, on October 17, 1950 and was formally accepted by the Highway Commission on February 26, 1951.

Final payment in the amount $795.05 will be released to the contractor on or after March 17, 1951. The total contract amount is $26,501.50 and no force account work was performed on the project.

There is a claim filed against this project by W. W. McKinney, Attorney for Peco, Inc., for equipment rental and repair. The amount of the claim is $1,006.78 and includes contracts No. 3293 and No. 3307.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Noted on card
3-7-51

RECEIVED
MAR 8 - 1951
FOR FILING

[illegible]

3307

March 7, 1951

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Barney B. Helser on contract No. 3307, for rock production on the Vale Section of the Central Oregon and Vale-West Secondary Highway in Malheur County. This payment, in the amount of $1,991.54, will be made on or after March 17, 1951. The retained percentage is $529.00.

There is a claim filed against this project by W.W. McKinney, as attorney for Peco, Incorporated, for equipment rental and repairs. The amount of the claim is $1,006.78 and includes contracts No. 3293 and No. 3307.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

Noted on card
3-7-51
G.L.

Form E-1—6M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending February 24, 1951

Kind of work Rock Production

Section Vale Rock Production

Section prefix 23-8308

Highway Central Oregon And Vale West Secondary

Contract number 3307

Contractor Barney B.Helser

Date of completion August 31, 1950

Date of contract April 24, 1950

Estimated date of completion ...., 19....

Date work started December 14, 1950

Per cent of time elapsed 236 %

Amount of contract $ 17,150.00

Estimated cost of completed project, exclusive of engineering $ 18,044.00

Per cent of contract completed, based on total contract price 100 %

Date project was completed February 23, 1951

Engineering cost to date $ 965.00, 5.6 %

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The contractor has completed shaping of stockpiles on Friday of t his week, therby completing his contract.

RECEIVED

Signed L. C. Johnson

Address Box 402,Ontario,Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			24.14		
Miles partially completed			24.14		
Miles completed			24.14		
Total estimated quantities			7,000		
Estimated quantities moved or placed to date			7,000		
Average daily quantities			115		
Average daily quantities necessary to complete project on time					
Number shifts per day			1		
Hours per shift			8		
Average force on project for week			6		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers 1............, Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	cloudy ~~Rain/~~		
Monday	clear		
Tuesday	Rain,Snow		
Wednesday	Cloudy		
Thursday	Clear		
Friday	Cloudy		
Saturday			

State Printing Dept. 38842

RECEIVED
SEP 1 8 1950
FOR FILING

23-8307

3307

"Mrs. Lewis"

September 14, 1950

Mr. W. W. McKinney
Attorney at Law
207 Pioneer Trust Building
Salem, Oregon

Dear Mr. McKinney:

This is to acknowledge receipt of a "Notice of Claim" received from you in behalf of Peco, Inc., against Barney B. Helser for repairs to a tractor and bulldozer, trailer, and rental on this equipment, the total amount of the claim being $1,006.78. This claim is filed against State Highway Contracts No. 3307, 3293 and 3256. For your information none of these contracts has to date been completed or accepted by the Commission.

In the event that you might wish to protect the claim for a period longer than six months following completion of the job and acceptance by the Commission it is suggested that a claim be filed with the Secretary of State.

The claim as received will be noted in our records and we will advise the surety and the contractor of its receipt. The Great American Indemnity Company through Wells-Reed Insurance, 412 Failing Building, Portland 4, provided the performance bond furnished in connection with all three of the above contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

9-14-50

September 14, 1950

Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

We have today received a "Notice of Claim" filed by Leroy E. Grote, president of Paco. Inc., through W. H. McKinney, attorney at law, 207 Pioneer Trust Building, Salem, Oregon, in the amount of $1,006.78. The claim of Paco, Inc., is against Barney S. Helser for the repair of a tractor and bulldozer, trailer, and rental for this equipment in connection with Mr. Helser's work on State Highway Contracts 3256, 3293 and 3307, being respectively, rock production on the Dixie Summit-Baker County Line Section of the John Day Highway in Grant County, rock production on the Rome-Crooked Creek Section of the I.O.N. and Rome-Princeton highways in Malheur County and rock production on the Vale Section of the Central Oregon and Vale-West highways in Malheur County.

This information is provided as the Great American Indemnity Company appears as surety on the performance bond furnished in connection with the three contracts mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAC:md

cc - Mr. Barney S. Helser
Route 2
Molalla, Oregon

9-14-50 g

RECEIVED
MAY 23 1950
FOR FILING

Files

93-[illegible]

3307

May 23, 1950

Mr. Barney B. Helser
Rome
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3307 which was awarded to you on April 24, 1950 by the State Highway Commission, for rock production on the Vale Rock Production Project on the Central Oregon and Vale-West Secondary Highway in Malheur County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 5/23 g.l.

RECEIVED
APR 27 1950
FOR FILING

23-832-1

332-1

April 27, 1950

Barney B. Helser
Box 434-C
Molalla, Oregon

Dear Mr. Helser:

The State Highway Commission on April 24, 1950, awarded you the contract for rock production on the Central Oregon and Vale-West Highways, near Vale, in Malheur County. This award was based on your low bid of $17,150.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

26-1004 Troutdale-Dodson Section of 1950
the Columbia River Hwy.
#2308

RECEIVED
FOR FILING

February 20, 1952

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

This is in reply to your letter of February 19 concerning unpaid balances due your Company from the R and M Construction Company.

State Highway Contract No. 3221 for guard rail and site posts on the Troutdale-Dodson Section of the Columbia River Highway was awarded to R and M Construction Company on September 19, 1949, completed August 9, 1950, accepted August 21, 1950, and final payment made November 6, 1950.

State Highway Contract No. 3308 for roadside improvement on the Troutdale - Dodson Section of the Columbia River Highway was awarded to R and M Construction Company April 24, 1950, completed December 14, 1950, accepted by the Commission January 23, 1951, and final payment made on April 10, 1951.

On June 27, 1951, we received from the Secretary of State a copy of a claim which you had filed in that office against R and M Construction Company for ". . work on the roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway . . ". You will note that this description fits exactly the description for Contract No. 3308, and we so noted it in our records.

We are somewhat at a loss as to the reference to our letter of June 26, 1951. Could it be that the letter may have come from the Secretary of State's Office in acknowledgement of receipt of your claim? Our file shows that the last letter we wrote to you was on April 27, 1951, in reply to your letter of inquiry concerning the status of the contract. Your claim was filed with the Secretary of State on June 26, 1951.

Contract No. 3221 for guard rail and site posts was completed August 9 and accepted August 21, 1950, which is beyond the period of six months for filing claims following completion of the contract and acceptance by the Commission. From this it appears that your claim, even though it had been interpreted as applying to Contract No. 3221, would still have been outside the time limit at the time it was filed.

As final payment has been made on both contracts there is no action which the State can take to help you in this matter, and it appears to us that the surety may not be responsible. It also appears that settlement will have to be made with R and M Construction Company.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

#3308
2221

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

February 19, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Department
Salem, Oregon

Dear Sir:

We have been discussing with Mr. Huffman of Aetna Casualty Company, 310 Yeon Building, an amount of $752.05 that is an unpaid balance due us from R & M Construction Company for material furnished by us to R & M for use on the Troutdale-Dodson section of the Columbia River Highway. Mr. Huffman tells me that the surety has been released on this project, that Armco failed to file on the correct contract, but did file on the roadside beautification only which has all been paid for by R & M.

Now, it was our intention when we sent in our notice on June 25, 1951, to file on the entire job for all material we had supplied on this project and your letter of June 26, 1951, led us to believe we had done so. For your information, we shipped the last of the guard rail to that job on July 12, 1950, and other material--concrete culls, plain T & G Culvert, as late as October, 1950.

Will you please enlighten us on this matter? Was this job two projects or one? Are we still protected under the bond? Is there action we can take to expedite settlement?

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Credit Supervisor
North Pacific Division

RRED TO
BY SECRETARY

Duran B. Souls:ihs

RECEIVED
FOR FILING

R. & M CONSTRUCTION COMPANY
GENERAL CONTRACTORS
P. O. BOX 1673
CENTRAL POINT, OREGON

June 29,1951

IN REPLY ADDRESS:
Cave Junction, Oregon

Armco Drainage & Metal Products, Inc.
2321 S.E.Gladstone St
Portland 2, Oregon

Gentlemen;

We are in receipt today of a copy of letter from the Orgon State Highway Commission stating you have a claimof $1398.71 dollars on the roadside improvement of the Troutdale-Dodson section, how you ever arrived at this we would like to know, as the only material of yours we used on this jobwas as followsp, invoice dated 10-4-50 1 piece of 7" P.T & G Culvert @ 0.66 or a total of $1.98. Also invoice of 10-[illegible]-50, 43- 8" concrete culls @ 0.25, $10.75. Invoice dated 5-5-50 Of 38' of 8" asphalt dipped pipe at $1.16 per foot, a total of $45.93. Enclosed you will find check to cover the above invoices.

We also owe you some money for the guard rail job which was finished last year. The reason why this has'nt been paid, is the same answer as when I checked the account with your credit manager when he adjusted the bill, it would be paid.

We have a signed contract that you were to furnish us guard rail and posts at $1.20 per foot. Yet on the last invoice of rail you charged us $2.01 per foot, we called your attention to this at the time you billed us, also once when I was in your office. In the letter you state our original bill was $13600.00. I think if you look it up you will find that the contracte was over $50000.00.

Two different times I asked for a complete itmized bill from you as to all the charges and all the credits you have had on our account. As to date we have not received same.

In order to get this matter cleared up we would like to know why you raised the price of rail from $1.20 to $2.01 a foot.

We like to pay our bills but do'nt like to have a company raise this price after giving a signed contract.

Yours truly
R & M Construction Co.
John B Rabon

cc: G.Cyrus Bishop
319 Yeon Bldg.
Portland 4 Oregon

H.B.Glaisyer Sec.
Oregon State Highway Commission
Salem, Oregon

NOTED ON CARD

NOTED
F. QUERY

RECEIVED
JUL 3 1951
FOR FILING

26-1004

3308

Mr Lewis

June 27, 1951

The Aetna Casualty & Surety Co.
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Armco Drainage & Metal Products, Inc. against R & M Construction Co. The claim is for the sum of $1,063.00 plus $45.93, $168.00, $80.75, $1.98 and $10.75 for guardrail, pipe, posts and culvert furnished to the R & M Construction Co. on the Troutdale-Dodson Section of the Columbia River Highway.

This information is provided as The Aetna Casualty & Surety Co. appears as surety on the performance bond furnished with State Highway Contract No. 3308.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By______________________________
Assistant Secretary

FAQ:ls
Enc.
cc: G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

R & M Construction Co.
12 Main Street
Central Point, Oregon

ARMCO DRAINAGE & METAL PRODUCTS, INC.
North Pacific Division
(Armco)
2321 S.E.Gladstone Street   Portland 2, Oregon

June 2[illegible], 1951

Secretary
State of Oregon
Salem, Oregon

Dear Sir:

Notice is hereby given that the undersigned, **Armoo** Drainage & Metal Products, Inc., has a claim for Flexbeam guardrail, HelCor asphalt dipped pipe, concrete posts and galvanized culvert in the sum of $1,370.71 consisting of our invoice No. [illegible] dated 12-3[illegible]-49 in the amount of $1[illegible] less payments and credits of $12,7[illegible]6.70 leaving a balance due on this invoice of $1,063.30, also invoices Nos. 1 625, 5-25-50 for $45.93, 715, 7-20-50 for $163.50, 7[illegible], 7-[illegible]-50 for $[illegible]0.75, 2[illegible], 1[illegible]-1[illegible]-50 for $1.98 and 3262, 1[illegible]-[illegible]-50 for $1[illegible].75, against the bond taken from the H & [illegible] Construction Company, Principal, and the Aetna Casualty and Surety Company, Surety, for the work on the roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County.

Very truly yours,
ARMCO DRAINAGE & METAL PRODUCTS, INC.

Robert G. [illegible]

Assistant Treasurer,
North Pacific Division

Robert G. [illegible]

Endorsed:
File NO. [illegible]
FILED JUN 2[illegible], 1951
EARL T. NEWBRY, Secretary of State.

RECEIVED
1951
FOR FILING

3308

Mrs Lewis

June 27, 1951

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Dear Mr. Newbry:

We acknowledge with thanks your letter of June 26, 1951, to which was attached three copies of the claim filed with your office by Armco Drainage & Metal Products, Inc.

This claim is for materials furnished the R & M Construction Co. in amount of $1,063.30 plus $45.93, $168.00, $80.75, $1.98 and $10.75 on the Troutdale-Dodson Section of the Columbia River Highway, which appears to be State Highway Contract No. 3308. The claim bears your file No. 3285.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By________________________
Assistant Secretary

FAQ:ls

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

June 26, 1951

3308

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received and filed as of this date, a notice of claim by Armco Drainage & Metal Products, Inc., for Flexbeam guardrail, HelCor asphalt dipped pipe, concrete posts and galvanized culvert in the sum of $1,370.71 against the bond taken from the R & M Construction Company, principal, and the Aetna Casualty and Surety Company, surety, for the work on the roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:rb
Enc

RECEIVED
APR [illegible] 1951
FOR FILING

April 27, 1951

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Duran B. Souls
Credit Manager

Gentlemen:

The R & M Construction Company contract for roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County was completed December 14, 1950, and accepted by the Commission January 23, 1951. Final payment was mailed to the contractor April 10, 1951.

This contract is known as State Highway Contract No. 3308. The Aetna Casualty and Surety Company through its agent, G. Cyrus Bishop, 319 Yeon Building, Portland 4, furnished the performance bond for the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

April 26, 1951

✓COPY: for Oregon State Highway Commission

3308

Earl T. Newbry
Secretary of State,
Salem, Oregon

Dear Mr. Newbry:

This company furnished material to the R & M Construction Company of Central Point, Oregon for use on the Troutdale-Dodson section of the Columbia River highway project. It is our understanding that the work done by R & M was completed in December.

We would appreciate it very much if your office could note the date of acceptance of this work and the name of the bonding company furnishing the bond on this job at the bottom of this letter.

A stamped addressed envelope is enclosed for your convenience.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Manager
North Pacific Division

Duran B. Souls:md

[illegible]

RECEIVED
[illegible]
OREGON
[illegible]

RECEIVED
FOR FILING

26-[illegible]

33

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

April 26, 1951

Earl T. Newbry,
Secretary of State,
Salem, Oregon

Dear Mr. Newbry:

This company furnished material to the R & M Construction Company of Central Point, Oregon for use on the Troutdale-Dodson section of the Columbia River highway project. It is our understanding that the work done by R & M was completed in December.

We would appreciate it very much if your office could note the date of acceptance of this work and the name of the bonding company furnishing the bond on this job at the bottom of this letter.

A stamped addressed envelope is enclosed for your convenience.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Manager
North Pacific Division

Duran B. Souls:md

Referred to State Highway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
APR 27 1951
EARL T. NEWBRY

RECEIVED

REFERRED TO
BY SECRETARY

RECEIVED
FOR FILING

26-1004

32[illegible]

OREGON STATE HIGHWAY COMMISSION
(date)
April 5, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3308	10-final	R.&M. Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
5576	R-13440	$1,069.84	Apr. 4, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Dec. 15, 1950

Time Extensions: None required

Completion Date: Dec. 14, 1950

Date Accepted: Jan. 23, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 4-10-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: APR 10 1951
A.A. Wicklander

RECEIVED
FOR FILING

26-1504

March 23,1951

The Aetna Casualty & Surety Co.
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

State highway contract No. 3308, covering roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County, was completed by the contractor, R. & M. Construction Co., on December 14, 1950 and was formally accepted by the Highway Commission on January 23, 1951.

Final payment in the amount of $1,069.84 will be released to the contractor on or after April 2, 1951. The total contract amount is $32,461.68, of which amount $191.10 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. G. Cyrus Bishop
319 Yeon Bldg.
Portland 4, Oregon

RECEIVED
MAR 1
FOR FILING

26-1004

3308

March 19, 1951

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: Mr. H. P. Atterbury

Gentlemen:

Final payment on State Highway Contract No. 3308, awarded to R. & M. Construction Company, is now in process of payment in the sum of $1,069.84.

It is expected that the final voucher will be forwarded to the contractor for signature within a few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING

PORTLAND 4, ORE.
March 16, 1951

Oregon State Highway Commission
Salem, Oregon

Attn: H. B. Glazier, Secretary

Re: Bond 42 S 10700
Contract No. 3308 R & M Construction Co.

Gentlemen:

Under date of January 18, 1951 you advised the captioned contract was completed December 14, 1950 and accepted January 23, 1951. Will you kindly advise if a final payment has been made to the R & M Construction Company so that we may retire our file.

Thanking you for your cooperation, we are,

Yours very truly,

W. H. Eagleton, Supt.
Fidelity & Surety Dept.

By: H P Atterbury

HPA:ps

~~478.94~~
1069.84

BANK AND AGENT
AUTO PLAN

RECEIVED
JAN 19 1951
FOR FILING

26-1004

3308

January 18, 1951

The Aetna Casualty & Surety Co.
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to R. & M. Construction Co. on contract No. 3308, covering roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County. This payment, in the amount of $2,366.79, will be made on or after January 29, 1951. The retained percentage is $970.88.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

ORECON STATE HIGHWAY COMMISSION

Secretary

gl

cc:
Mr. G. Cyrus Bishop
319 Yeon Bldg.
Portland 4, Oregon

Form E-1—10M—7-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section Troutdale - Dodson

For Week Ending January 13, 1951

Highway Columbia River

Kind of work Roadside Improvement

Contractor R & M Construction Co.

Section prefix 26-1004

Contract number 3108

Date of contract April 24, 1950

Date of completion December 15, 1950

Date work started May 1, 1950

Estimated date of completion December 14, 1950

Amount of contract $33,953.90

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $32,118.34

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $3,100.00, 126%

Date project was completed December 14, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate was submitted to the Division Engineer's office on Wednesday, January 10th.

RECEIVED
JAN 15 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B A MARTIN

Signed Lowell A. Johnston

Address Portland, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
	Roadside Improvement				
Miles in project	18.3				
Miles partially completed					
Miles completed	18.3				
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Cloudy		
Monday	"		
Tuesday	Rain		
Wednesday	Showers		
Thursday	Rain		
Friday	Showers		
Saturday	"		

RECEIVED
AUG 14 1950
FOR FILING

26-1004

MHA

Salem, Oregon
August 10, 1950

Contract No. 3308
Troutdale-Dodson Section
Columbia River Highway
Roadside Improvement

Mr. A. G. Skelton
Division Engineer
Oregon State Highway Department
Box 4644
Portland 2, Oregon

Mr. Astrup has presented the proposal of adding outlets to the east and westbound traffic lanes from the Multnomah Falls parking area. This proposed change was not approved as it will increase the hazards to traffic on the main highway lanes.

In an endeavor to minimize the confusion by parking area users that has been observed, the Traffic Department is restudying the problem of signing the area. It is believed this action, plus the completion of the curbs and planting as specified under the present contract, will clarify the direction of travel satisfactorily.

W. C. Williams
Assistant Highway Engineer

cc: F. B. Crandall
Mark H. Astrup

MHA:be

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FOR FILING

26-10[illegible]

3308

May 12, 1950

R. & M. Construction Co.
12 Main Street
Central Point, Oregon

Gentlemen:

We enclose herewith a fully executed copy of contract No. 3308, which was awarded to you on April 24, 1950 by the State Highway Commission, covering roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County. This copy is for your records and files.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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3j

January 12, 1950

Oregon State Highway Commission

Gentlemen:

At a previous meeting you discussed a suggested transfer of a $40,000 landscaping project from the Denver-Union Avenue intersection on the Pacific Highway to augment a $1[illegible],000 landscaping project on the Troutdale-Dodson section of the Columbia River Highway. A landscaping project at the Denver-Union Avenue intersection is not justified at this time, due to the lack of water for proper irrigation, and, if such water were provided, the expense would be very high.

On the other hand, the $1[illegible],000 authorization for the Columbia River Highway is far insufficient to complete required work. Our estimated cost of landscaping that we believe should be done now on the Columbia River Highway is just under $5[illegible],000. This work would include the seeding of slopes of that section constructed by the Bureau of Public Roads between Multnomah Falls and Dodson, which work would cost $12,000. To complete the Multnomah Falls parking area, including a water system, necessary curbs and walks, and a pedestrian bridge to the lodge on the old highway, would cost $27,500. Development of a parking area at Tunnel Point would cost approximately $3,000, the establishment of a parking area at Sand Island would cost $2,000, and other minor plantings at bridge ends, et cetera, brings the total cost to $5[illegible],000.

This matter will be on the agenda for your consideration at the next meeting, and we will have a complete set of maps showing, in detail, the work that it is proposed to do. I believe that the work as recommended by the Landscape Engineer is needed to complete, in a satisfactory manner, the landscaping between Troutdale and Dodson.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. Mark Astrup
Mr. M. H. Hawke

3 maps
Floyd has them

ROADSIDE IMPROVEMENT COST ESTIMATE

TROUTDALE-DODSON SECTION

COLUMBIA RIVER HIGHWAY

1. Seeding 60 Ac. Sta. 1215 to 1454		$12,000.00
2. Multnomah Falls Parking Area		
Topsoil	$ 2,000.00	
Water System	7,000.00	
Seeding	3,250.00	
Planting	4,100.00	
Curbing	7,000.00	
Oil Mat Walk	2,233.00	
Pedestrian Bridge	2,000.00	
		27,583.00
3. Parking Area Sta. 984-993		2,019.00
4. Planting		
Dodson Overcrossing	$ 1,500.00	
Troutdale Intersection	1,100.00	
Screening R. R.	1,250.00	
Parking Area (Sta. 984)	200.00	
		4,050.00
5. Tunnel Point Parking Area		
Stone Guard Rail	$ 9,100.00 Eliminate	
Stone Curb	1,590.00	
Oiled Walk	790.00	
Water Installation	500.00	
		11,980.00
6. Snag Felling		1,100.00
	TOTAL	$58,732.00
		9,100.00
		49,632.00

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APR 27 1950
FOR FILING

26-1004

[illegible]

April 27, 1950

R. & M. Construction Company
12 Main Street
Central Point, Oregon

Gentlemen:

The State Highway Commission on April 24, 1950 awarded you the contract for roadside improvement on the Troutdale-Dodson Section of the Columbia River Highway in Multnomah County. This award was based on your low bid of $35,953.90 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. PROBERT
MARK ASTRUP

23-3304 Moro-Kent School Section of 1950
Sherman Highway
#3309

by R.H. Baldock
FOR FILI

February 28th, 1951

FINAL COST ANALYSIS

Monroe-Kent School Section
Contract #3309

M. C. Lininger & Sons, Contractors
M. M. Stump, Resident Engineer

Sherman Highway
Prefix 28-8304-201(44)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in SP	3,431.35	Cu. Yd.	$2.39	$2.67	$8,138.93	$9,161.70
½"-¼" " " " "	4,457.70	" "	2.39	2.67	10,600.07	11,902.06
¼"-0" " " " "	2,000.00	" "	2.39	2.67	4,719.61	5,340.00
SP Screen Rejects	94.8	" "	0.25	0.25	23.70	23.70
SP Haul Adj., Favor of Contractor	781.2	Yd. Mi.	0.12	0.12	93.74	93.74
Cr. Rock Sold to Sherman County	4,212	Cu. Yd.	2.01	2.50	8,466.12	10,530.00
					$32,042.17	$37,051.20

Gross Revenue	$37,051.20
Total Cost	32,042.17
Net Profit	$ 5,009.03

Net Profit Equals 13.5% of Gross Revenue

TED
State Highway Engineer

Detail of Cost

Labor:		
Supervision	$1,267.74	
Labor	9,211.20	
Labor Insurance	558.39	
		$11,037.33
Equipment Rental & Miscellaneous:		
Equipment Rental	$11,895.60	
Gas, Oil & Grease	3,373.72	
Explosives	1,455.35	
Bond	200.25	
Insurance	498.24	
Small Tools & Misc.	741.40	
Home Office & General Overhead	795.63	
		18,960.19
Subcontract for Drilling & Shooting		2,044.65
		$32,042.17

Breakdown of Crushing Costs

Item	Total Cost	Amount	Unit Cost
Move In & Set Up	$3,168.96	14,101 Cu. Yd.	$0.23
Drill & Shoot	3,580.20	" " "	0.25
Load in Pit	3,391.47	" " "	0.24
Haul to Crusher	3,635.64	" " "	0.26
Crush	10,291.78	" " "	0.73
Total Cost in Bunker			$1.71

Stockpile Material

Crushed Rock in Bunker	$16,910.19	9,889 Cu. Yd.	$1.71
Haul to Stockpile, 3.4 Miles	5,340.05	" " "	0.54
Stockpile	1,374.65	" " "	0.14
Cost of Crushed Rock in Stockpile			$2.39

Rock Sold to Sherman County

Cr. Rock in Bunker	$7,157.86	4,212 Cu. Yd.	$1.71
Haul to Stockpile	673.92	" " "	0.16
Stockpile	585.50	" " "	0.14
Cost of Crushed Rock Sold to County			$2.01

Remarks:

This was a "State Project" calling for the crushing and stockpiling of 10,000 cubic yards of crushed rock in stockpile.

The project was bid and awarded April 24th, 1950. Work started June 4th, and was completed July 26th, 1950.

Equipment used by the contractors consisted of a 3/4 cubic yard shovel, two 4 cubic yard trucks hauling material to the plant, three 6 cubic yard trucks hauling crushed rock to stockpiles, one D-7 tractor with dozer, 3-crusher portable crushing plant with new 32-foot feeder, two transport trucks, pickup and flatbed truck plus required small tools and equipment.

Drilling and shooting of the quarry was subcontracted with the contractors paying $0.145 per cubic yard for material crushed plus all explosive bills. Total cost of shooting was low, being just over $0.25 per cubic yard.

Setup costs were very nominal, with 6 men and D-7 tractor erecting the plant in 6 days.

Crushing operations were fair. The plant operated 368 hours elapsed time and 332 hours working time for an average of 38 cubic yards per hour elapsed time and 42.5 cubic yards working time.

In addition to the rock crushed for the contract, a total of 4,212 cubic yards was crushed for Sherman County. The addition of this extra amount reduced move in and set up cost and proratable expenses considerably.

While average hourly production for this project was not high for the amount of equipment used, the bid prices were slightly above normal, and this slightly higher bid price plus the advantage of the additional materials crushed allowed the contractors a good profit.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

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15 1950
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27-9301

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3309	3-final	M. C. Lininger & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14855	382270	$ 795.64	Sept. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 13 '50

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 12, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3309	3-final	M. C. Lininger & Sons	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
14855	382270	$ 795.64	Sept. 11, 1950

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

a.a.l.

ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: July 25, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 9-12-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED

FOR FILING

28-8304

3309

August 11, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

Please be advised that State Highway Contract No. 3309, for rock production on the Moro-Kent School Section of the Sherman Highway in Sherman County, has been completed by the contractor, W. C. Lininger & Sons, and that final payment in the amount of $795.64 will be made after acceptance by the Highway Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $26,521.20, and that no force account work was performed on the project. This contract was completed on July 25, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD

RECEIVED
AUG - 8 1950
FOR FILING

28-8304

3309

August 8, 1950

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to M. C. Lininger & Sons, on contract No. 3309, for rock production on the Moro-Kent School Section of the Sherman Highway in Sherman County. This payment, in the amount of $13,710.56, will be made on or after August 16, 1950. The retained percentage is $795.64.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon
Attn: E. A. Wride, Manager

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Washington

NOTED ON CARD
8-8-50 jf

Baw

Form E-1—5M--7-49

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 29, 1950

Section Moro - Kent School

Highway Sherman

Contractor M.C.Lininger & Sons

Date of contract April 24, 1950

Date work started June 6, 1950

Amount of contract $ 26,700.00

Kind of work Rock Production

Section prefix 28-8304

Contract number 3309

Date of completion August 31, 1950

Estimated date of completion August 31, 1950

Per cent of time elapsed 74 %

Estimated cost of completed project, exclusive of engineering $ 26,700.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,6 23.27, %

Date project was completed July 25, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The Contractor Completed the contract Tuesday.

The Contractor has started to dismantle the plant Friday.

The Final estimate was completed and mailed in Friday.

NOTED
H. W. LIBBY

NOTED
E. H. [illegible]

Signed M M Stump Res. Engr

Address Box 51, Maupin, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			10,000		
Estimated quantities moved or placed to date			9,483.84		
Average daily quantities					
Average daily quantities necessary to complete project on time			Completed		
Number shifts per day			2		
Hours per shift			8		
Average force on project for week			20		

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants 1

Compressors ...., Bulldozers 1, Sheep-foot rollers ...., Trucks 5, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Warm		
Monday	Warm		
Tuesday	Warm		
Wednesday	Warm		
Thursday	Warm		
Friday	Cloudy		
Saturday			

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OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 32571

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28-872.04

309

June 30th, 1950

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

This is your authority to negotiate directly with the Sherman County Court for the manufacture of 4,000 cubic yards of crushed rock, which is to be produced from the quarry you are now using on the Moro-Kent School Rock Production Contract #3309.

Very truly yours,

R. H. BALDOCK
STATE HIGHWAY ENGINEER

By

W. C. Williams
Assistant State Highway Engineer

R

cc to: Sherman County Court
E. G. Smith
W. R. Chandler
M. M. Stump

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FOR FILING

28-8204

3309

May 31, 1950

M. C. Lininger & Sons
P. O. Box 1386
Medford, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3309 which was awarded to you on April 24, 1950 by the State Highway Commission, for rock production on the Moro-Kent School Section of the Sherman Highway in Sherman County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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Recorded 5/31, g

RECEIVED
APR 27 1950
FOR FILING

28-8204

3309

April 27, 1950

M. C. Lininger & Sons
P. O. Box 1386,
Medford, Oregon

Gentlemen:

The State Highway Commission on April 24, 1950 awarded you the contract for rock production on the Moro-Kent School Section of the Sherman Highway in Sherman County. This award was based on your low bid of $26,700.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

34-1017 Sunset Highway-Cornelius Pass 1950
Sec., Sunset Hwy. 5½ M/E of
#2310 North Plains.

RECEIVED FOR FILING 34 1
3310

R. H. Baldock

February 26th, 1951

FINAL COST ANALYSIS

Sunset Highway-Cornelius Pass Road
Contract No. 3310

Porter Yett, Contractor
A. B. Dean, Resident Engineer

Sunset Highway
Prefix 34-1117

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing					$603.42	$1,100.00
Structural Excavation	74.75	Cu. Yd.	$6.00	$2.07	154.38	448.50
General Excavation	5,460.7	" "	0.85	0.86	4,704.08	4,641.60
Rounding Cutbanks	708	Lin. Ft.	0.20	0.08	59.90	141.60
8" Sewer Pipe	3	" "	1.50	1.72	5.15	4.50
Concrete Catch Basin	1	Each	70.00	61.24	61.24	70.00
Type "B" Manhole	1	"	340.00	151.98	151.98	340.00
Concrete Curbs	13.612	Cu. Yd.	60.00	55.98	761.96	816.72
2½"-0" Mat'l. in Base	1,240	" "	3.30	3.19	3,951.27	4,092.00
3/4"-0" Mat'l. in Base & Shldrs.	222	" "	3.50	3.82	848.15	777.00
Sprinkling	2.61	M-Gal.	3.00	7.00	18.27	7.83
Asph. Conc. Traffic Markers	268.47	Lin. Ft.	1.00	0.45	121.30	268.47
*Class "B" Asph. Conc.	753.07	Ton	8.00	8.00	6,024.56	6,024.56
PA #1, 12" Conc. Culv. Pipe	81	Lin. Ft.	2.85	1.80	145.94	230.85
PA #2, 18" Perf. Corr. Metal Pipe	164	" "	3.56	3.58	587.91	583.84
PA #2, 6" Perf. Corr. Metal Pipe	474.8	" "	1.52	1.60	758.58	721.70
PA #2, 6" x 6" Wyes	9	Each	7.00	8.48	76.31	63.00
PA #2, ¼"-10-Mesh Backfill	45	Cu. Yd.	5.00	5.87	264.13	225.00
					$19,298.53	$20,557.17

Gross Revenue	$20,557.17
Total Cost	19,298.53
Net Profit	$ 1,258.64

Net Profit Equals 6.2% of Gross Revenue

* Work performed by Cascade Construction Co.

NOTED
State Highway Engineer

Sunset Highway-Cornelius Pass

Detail of Cost

Labor:

Supervision & Labor			$4,630.43	
Labor Insurance			230.87	
				$4,861.30

Materials:

8" Concrete Sewer Pipe	3 Lin. Ft.	at	$0.39	$1.17	
12" " Culvert Pipe	81 " "	"	0.86	69.66	
18" Perf. Metal Pipe	164 " "	"	2.34	383.76	
18" Bands	8 Each	"	3.40	27.20	
6" Perf. Metal Pipe	476 Lin. Ft.	"	0.86	409.36	
6" Bands	32 Each	"	0.86	27.52	
6" Wyes	9 "	"	6.06	54.54	
$\frac{1}{4}$"-10 Rock Backfill	45 Cu. Yd.	"	2.80	126.00	
Catch Basin Grate & Frame	1 Each	"	17.00	17.00	
Manhole Ring & Cover	1 "	"	26.50	26.50	
Ready Mix Concrete	16 Cu. Yd.	"	13.90	222.40	
Cement	7 Sacks	"	1.00	7.00	
Mason Sand	2 "	"	0.85	1.70	
$2\frac{1}{2}$"-0" Crushed Rock at Scholls Plant	1,240 Cu. Yd.	"	1.10	1,364.00	
3/4"-0" Crushed Rock at Scholls Plant	220 " "	"	1.10	242.00	
8% Asphaltic Concrete for Traffic Bars	1 Ton	"	8.00	8.00	
					2,987.81

Equipment Rental & Miscellaneous Expense:

Equipment Rental, Owned	$1,707.00	
Hired Trucks, Including Operators	1,590.60	
Gas, Oil & Grease	548.40	
Move In, Freight & Cartage	373.26	
Miscellaneous Supplies, Small Tools & Form Lumber	220.36	
Public Liability Insurance	69.78	
Bond	154.18	
P.U.C.'s	144.57	
Home Office & General Overhead	616.71	
		5,424.86

Cascade Construction Co.:

Class "B" Asphaltic Concrete	753.07 Ton at $8.00	6,024.56
		$19,298.53

Sunset Highway-Cornelius Pass

Remarks:

This contract, which required the grading and surfacing of a 0.15 mile connection between the Sunset Highway and the Cornelius Pass Road, was bid and awarded on April 24th, 1950. The contractor began the work on May 1st, and completed the project on July 11th, 1950.

Excavation was all common material of which 80% was excess and was hauled to a fill on the Sunset Highway 0.7 of a mile from the job. Due to the haul on the highway the material was loaded with a 3/4-yard shovel and hauled by trucks. Due to the wet subsoil conditions and grade revisions made to secure proper drainage, the grading progressed very slowly and the contractor performed the work at a loss.

Crushed rock for surfacing was secured from stockpiles at the contractor's commercial plant at Scholls and hauled 13 miles to the work. As the hauling was done in conjunction with the regular commercial sales, an average of only 16 yards per hour was placed on the job. The low output increased the placing costs.

The Class "B" asphaltic concrete was placed in two days' time by the Cascade Construction Co.

Due to the many items and the small pay quantities involved, overhead costs were high and only a small profit was made on the work. The revenue of the work done by the prime contractor was only $14,500 and work was in progress for two months.

E. H. Clymer
Cost Analyst

By . . V. R. Jones

RECEIVED
FOR FILING

34-1017

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3373	5-final	Porter W. Yett
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13441	380587	750.12	8/18/50

xxxxx

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

Completed:

ACCOUNTING DIVISION

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed: AUG 23 1950

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3310	5-final	Porter W. Yett
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13441	380587	750.12	8/18/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: July 31, 1950

ACCOUNTING DIVISION

Completed: July 11, 1950

Contract Accepted: July 26, 1950

Time Extensions: None required

Penalties: None of record

Claims: None of record

Remarks:

Date: 8-23-50

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

RECEIVED
AUG - 4 1950
FOR FILING

34-1017

3310

August 3, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3310, for work on the Sunset Highway-Cornelius Pass Road Connection on the Sunset Highway in Washington County, has been completed by the contractor, Porter W. Yett, and that final payment in the amount of $750.12 will be made on or after August 14, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $20,557.17, and that no force account work was performed on the project. This contract was completed on July 11 and accepted by the Highway Commission on July 26, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate, Westenfelder & Berg, Inc.
Wilcox Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED
JUL 31 1950
FOR FILING

34-1017

3310

July 27, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Porter W. Yett, on contract No. 3310, for grading and paving on the Sunset Highway-Cornelius Pass Road Connection Section of the Sunset Highway in Washington County. This payment, in the amount of $920.22, will be made on or after August 7, 1950. The retained percentage is $750.00.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Tate,Westenfelder & Berg,Inc.
Wilcox Bldg.
Portland 4, Oregon

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21, 1950

Section Sunset Highway-Cornelius Pass Rd. Conn.

Kind of work Grading and Paving

Highway Sunset

Section prefix 34-1217

Contractor Porter W. Yett

Contract number 3310

Date of Contract April 24, 1950

Date of completion July 31, 1950

Date work started May 1st, 1950

Estimated date of completion July 11, 1950

Amount of contract $18,865.00

Per cent of time elapsed 80 %

Estimated cost of completed project, exclusive of engineering $20,557.05

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1450.00, 127 %

Date project was completed July 11, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The semi-final estimate on this project was delivered to the Division Office today.

FINAL REPORT ON THIS PROJECT

NOTED

NOTED
H. W. LIBBY

NOTED
E. M. [illegible]

Signed Resident Engineer

Address P. O. Box 4644, Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					0.10
Miles partially completed					
Miles completed					0.10
Total estimated quantities					800 Tons
Estimated quantities moved or placed to date					800 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

........................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels............., Power graders............., Rollers............., Mixers............., Crushing or screening plants.............

Compressors............., Bulldozers............., Sheep-foot rollers............., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
JUN 12 1950
FOR FILING

34-1017

3310

File

June 9, 1950

Mr. Porter W. Yett
6500 N. E. Ainsworth
Portland 13, Oregon

Dear Sir:

Reference is again made to the controversy concerning the payment for concrete in the roadway curbs of the undercrossing of the county road at Merle Station in Washington County.

We have re-examined this matter and have made a very careful study of the plans and specifications. There is an apparent conflict in the general specifications between the definition for handrail as give in Section 13 and the specification in Article 2.4.27 covering the measurement and payment for concrete.

In view of the fact that you state that your bid was based on the inclusion of the concrete in these curbs in the pay quantities for concrete and that you did not contemplate that the curbs were included in the bid price for railing, we will allow your claim for the concrete in these curbs at your bid price and will issue to you a revised final estimate. Will you please return to us the final estimate previously submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gn
cc G. S. Paxson

RECEIVED
MAY 23 1950
FOR FILING
FORM E-30X 15M 5-48 22204

34-1017

3310

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 18, 1950

SUBJECT: Correction Prefix
Contract No. 3310

To:
~~Mr. A. G. Skelton~~
~~Division Engineer~~
~~Box 4644, Hollywood Station~~
~~Portland 2, Oregon~~

L

Dear Sir:

Please correct the prefix on Contract No. 3310, Sunset Highway-Cornelius Pass Section, to 34-1117. The prefix originally assigned was 34-1017.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

J. H. Probert
Office Engineer

JHP:gs

cc: A. H. Dean
H. H. Hawke
H. G. Smith
N. M. Finkbiner
J. W. McCallister
File Room

RECEIVED
MAY 9 - 1950
FOR FILING

Files

34-1017

331.1

May 8, 1950

Mr. Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3310 which was awarded to you on April 24, 1950 by the State Highway Commission, covering the Sunset Highway-Cornelius Pass Road Connection Section of the Sunset Highway in Washington County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 5/8 [illegible]

RECEIVED
APR 27 1950
FOR FILING

34-1017

3310

April 27, 1950

Porter W. Yett
6500 N. E. Ainsworth St.
Portland 13, Oregon

Dear Mr. Yett:

The State Highway Commission on April 24, 1950 awarded you the contract for grade widening and paving on the Sunset Highway-Cornelius Pass Section of the Sunset Highway in Washington County. This award was based on your low bid of $18,865.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
JAN 30 1950
FOR FILING

34-1017

2310

3-a

January 27, 1950

Oregon State Highway Commission

Gentlemen:

Mr. Banfield has inquired as to the status of the interchange to be constructed between the Sunset Highway and the Hillsboro-Cornelius Pass County Road, which is a Federal-aid Secondary Highway.

The plans for this improvement have been ready for several months, but we have been unable to acquire the right of way. The owner will not sell the property required for the connections between the two roads, and it appears that condemnation is necessary.

I am advised that Mr. Devers will ask for your authority to condemn this property at the next meeting. As soon as the right of way is made available, we can call for bids on the project.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:

cc WCW
JMD
HBS

35-3405 Fossil Maintenance Building 1950

#3311

RECEIVED
FOR FILING

(CONTRACT NO.) 3311

OREGON STATE HIGHWAY DEPARTMENT

(date) March 6, 1952

(EST. NO.)	(CONTRACTOR)		
3311	4-final	Bemis & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3395	R-35435	$ 1,179.33	3/4/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Sep. 30, 1950**

Time Extensions: **Extended to April 30, 1951**

Completion Date: **April 30, 1951**

Date Accepted: **Oct. 11, 1951**

Penalties: **None of record**

Claims: **None outstanding of record**

Remarks:

Date: **3-7-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FEB [illegible] 1952
FOR FILING

35-3[illegible]

3311

February 21, 1952

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3311 covering construction of maintenance building at Fossil in Wheeler County was completed by the contractor, Bemis & Company, on April 30, 1951 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $1,179.83 will be released to the contractor on or after March 3, 1952. The total contract amount is $9,954.68, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

2-21-52, g

RECEIVED
FEB 15 1952
FOR FILING

25-[illegible]
3311

February 14, 1952

Nomis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on January 31, 1952, had under discussion your request for an extension of time of 181 days, from September 30, 1950 to and including April 30, 1951, within which to complete your contract No. 3311 for constructing maintenance building at Fossil, Wheeler County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: Wm. E. Chandler,
Division Engineer

H. M. Teel,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

2-14-52, gl

RECEIVED
FOR FILING

25

3311

January 15, 1952

Request for extension of time
No. 8
Jan. 31-Feb. 1 meeting.

State Highway Commission

Gentlemen:

Re: Fossil Maintenance Building
Contract 3311
Demis & Company, Contractors

Herewith request for an extension of time, from September 30, 1950 to and including April 30, 1951, to cover the completion of the work on the Fossil Maintenance Building.

This job was completed on April 30, 1951. The contractor was in financial difficulty, and his brother Geo. Demis finally had to take over and try to straighten out his affairs. We have just now received the time extension to clear this record.

It is recommended that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gn

RECEIVED
MAY 31 1951
FOR FILING

35-3405

3311

Mrs Lewis

May 29, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen

A letter from Mac's Electric, Fossil, Oregon, has been forwarded to this office by the Secretary of State. Mac's letter, which is dated May 21, states that their account with Bemis and Company in the amount of $265.00 for electrical installations in the State Highway maintenance building at Fossil, Contract No. 3311, has been paid in full and that they withdraw their claim against Bemis and Company for the above amount.

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with Contract No. 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Livestock Exchange Building
North Portland, Oregon
Mr. C. W. Enfield

RECEIVED
[illegible] 31 1951
FOR FILING

35-340 r

3311

no liens

May 29, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

Thank you for your letter of May 23 to which was attached the carbon copy of a letter from Mac's Electric of Fossil, Oregon, stating that their account with Bemis and Company in the amount of $265.00 on Contract 3311 has been paid in full.

This claim bears your file No. 3278.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 23, 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Salem, Oregon

Dear Sir:

We received in today's mail the enclosed copy of a letter from Mac's Electric, advising that they had received payment in full for claim against the bon of **Bemis & Co.**, on their contract with the State Highway Commission No. 3311, for Maintenance Building at Fossil, our file number 3278.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

[illegible]

RECEIVED

OPY

MAC'S ELECTRIC

Electrical Contracting

FOSSIL, OREGON

May 21, 1951

Earl T. Newbry,
Secretary of State
Salem, Oregon

Re: File #3278

Dear Sir

Please be advised that the account with Bemis & Co. in the amount of $265.00 for electrical installations in the State Highway Maintenance Building at Fossil, Contract No. 3311, has been paid in full. We hereby withdraw our claim against Bemis & Co. for the above amount.

Very truly yours

MAC'S ELECTRIC

JAYNE MC QUILLIN

Jayne McQuillin

RECEIVED
MAY 31 1951
FOR FILING

35-34

3311

mrs Lewis

May 25, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated May 22nd from Warner Steel Company, Inc., in which they write as follows:

"Please be informed that we have obtained payment in full from Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, Oregon. Therefore, we discontinue our claims against this company's bond. * * *"

The Veneta contract is identified as State Highway Contract No. 3292; the Fossil job as Contract 3311.

This information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with the above stated contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
Home Office

Mr. H. B. Waterbury

Durham & Bates

Bemis and Company

Mr. George Bemis

Mr. C. W. Enfield

RECEIVED
MAY 31 1951
FOR FILING

35-34115

3311

Mrs Lewis

May 23, 1951

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

We acknowledge with thanks your letter of May 22nd in which you state that your company has received payment in full from Bemis and Company for material furnished in building construction at Veneta and Fossil, being State Highway Contracts No. 3292 and No. 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

May 22, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer

3292
3311

Gentlemen:

Please be informed that we have obtained payment in full from Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, Oregon. Therefore, we discontinue our claims against this company's bond.

Thank you for your help in the above matter.

Very truly yours,

MERCER STEEL COMPANY, INC.

Neil A. Austin
Neil A. Austin

NAA:me

RECEIVED

RECEIVED
FOR FILING

35-3405

[illegible]

May 21, 1951

Bemis & Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. Geo. Bemis

Gentlemen:

Under date of April 19, we wrote you concerning the completion of the buildings at Fossil, Jewell, Prineville, Veneta, and Eugene and also concerning the violation of the State Plumbing Code at Parkdale. At that time we asked you to notify our resident engineers on these jobs as to when you would be there, so that proper supervision could be given.

Our reports from the field show that you have returned and completed the work in a satisfactory manner at the Fossil Building and at the Jewell Building, and also that you had returned and done some work on the Prineville, Eugene, and Veneta Buildings, but that none of these three was complete. In so far as we know, you have not corrected the plumbing deficiencies at Parkdale. We must insist that projects be completed and ask that you immediately advise us when you will be on these jobs to complete the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:GM

RECEIVED
1951
FOR FILING

35-3405

3311

Mrs Lewis

May 18, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a letter from Kinzua Pine Mills Company in which they write as follows:

"This is to advise you that we today received a check in the amount of $237.35 from George Bemis as payment in full on the Bemis & Company account with us while they were building the Highway Maintenance Building in Fossil, Oregon, your contract No. 3311."

This information is provided as the Peerless Casualty Company appears as surety on the performance bond furnished with State Highway Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Bemis & Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Livestock Exchange Building
North Portland, Oregon
Mr. C. W. Enfield

RECEIVED
FOR FILING

35-34[illegible]

3311

Mrs Lewis

May 18, 1951

Kinzua Pine Mills Company
Kinzua, Oregon

Gentlemen:

This is to acknowledge receipt of your letter dated May 17 stating that you have received a check in the amount of $237.35 as payment in full on the Bemis and Company account incurred during the construction of the maintenance building in Fossil, State Highway Contract No. 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ED ON CARD
5-18-51

Kinzua Pine Mills Company
MANUFACTURERS OF
KILN-DRIED OREGON PONDEROSA PINE PRODUCTS
Kinzua, Oregon

May 17, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This is to advise you that we today received a check in the amount of $237.35 from George Bemis as payment in full on the Bemis & Company account with us while they were building the Highway Maintenance building in Fossil, Oregon, your contract No. 3311.

Yours very truly,

KINZUA PINE MILLS COMPANY

By

Accounting Department

CWJ/c

[illegible]
[illegible]
[illegible]

ADDRESS ALL CORRESPONDENCE TO THE COMPANY, NOT TO INDIVIDUALS

RECEIVED
MAY 14 1951
FOR FILING

35-340

3311

May 11, 1951

Mr. Geo. Bemis
2376 S. E. 45th Avenue
Portland 6, Oregon

Dear Mr. Bemis:

As requested in your letter of May 10 we have checked up on the balances due and unpaid on the several Bemis and Company contracts, which amounts are as follows:

			% Complete
3291	Parkdale	None	100
3292	Vernonia	$ 703.84	97
3299	Jewell	218.19	99
3311	Fossil	741.01	97
3315	Eugene	631.28	97
3394	Prineville	233.48	75
		$2,527.79	

The last estimate received on any of these jobs is dated December 10, 1950, and any work which has been performed since that time has not yet been reported.

The amount of $2,527.79 shown above consists of retained percentage withheld on the several contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

BEMIS & CO.

C
O
P
Y

May 10, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Would you please send me the balance due and unpaid on contracts of jobs completed by us, as I may not have the exact figures on some of these jobs. I think all jobs are completed as far as the work is concerned.

Yours truly,

/s/ Geo Bemis

RECEIVED

FOR FILING

35-3405

3311

Mrs Lewis

May 9, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of May 7 to which was attached three copies of a claim filed with your office by Mac's Electric against Bemis and Company on State Highway Contract 3311.

The claim is for material and labor for the electrical installations in the Fossil maintenance building and bears your file No. 3278.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 7, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Mac's Electric, Fossil, for material and labor furnished in the sum of $265.00, against the bond takem from Bemis & Co. and Peerless Casualty Co, surety, for the construction of the State Highway Maintenance Building at Fossil, Oregon, Contract No. 3311, our file No. 3278.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
FOR FILING

35-3415

3311

Mrs Lewis

May 9, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by Mac's Electric, Fossil, Oregon, against Bemis and Company in the sum of $365.00. The claim is for labor and materials for the electrical installation in the Fossil maintenance building, State Highway Contract No. 3311.

This information is furnished as the Peerless Casualty Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAS:md
Attach.

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon
Mr. C. W. Enfield

MAC'S ELECTRIC

Electrical Contracting

FOSSIL, OREGON

May 3, 1951

Earl T. Newbry,

Secretary of State

Salem, Oregon

Dear Sir

Notice hereby is given that the undersigned, Mac's Electric, has a claim for material and labor for the electrical installations in the Fossil maintenance building in the sum of $265.00 against the bond taken from Bemis & Co. and Peerless Casualty Co. for construction of the State Highway Maintenance Building at Fossil, Oregon, Contract No. 3311.

Very truly yours

MAC'S ELECTRIC

JAYNE McQUILLIN

Jayne McQuillin

ENDORSED
File No. 3278
Filed May 7, 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
MAY 1 1951
FOR FILING

files

COAL
LUMBER
SHINGLES
VENEERS
ROOFING

**TWIN OAKS
BUILDERS SUPPLY CO.**

WHOLESALE AND RETAIL
PHONE 2600 -:- 669 HIGH STREET
EUGENE, OREGON

BRIQUETS
EXPLOSIVES
WALLBOARDS
PAINTS AND OILS
MASONS' SUPPLIES

35-340 5-

3311

April 27, 1951

NOTED
H. B. GLAISYER

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that Bemis & Co., who owed us in excess of $2000.00 on February 9th, have paid their account with us in full.

Yours very truly,

TWIN OAKS BUILDERS SUPPLY CO.

John J. Rogers

JOHN J. ROGERS

JJR:vs

REFERRED TO Gen. [illegible] — Mrs. Lewis
BY SECRETARY

~~[illegible]~~

~~[illegible]~~

Sent c/y to Engineer, - Done 4/30/51

RECEIVED
APR 30 1951
OREGON
STATE HIGHWAY COMMISSION

X 28M 5-50

COMMISSIONERS
EN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

April 26, 1951

Mr. C. E. Luckey
Attorney at Law
872 Broadway
Eugene, Oregon

Re: John J. Rogers et al. v. Pat Bemis,
doing business as Bemis and Company

Dear Sir:

We have been advised by Mr. George Bemis, brother of Pat Bemis, doing business as Bemis and Company, that Mr. George Bemis has paid John J. and C. M. Rogers in full for their claim against Bemis and Company.

We will appreciate being advised as to whether or not the claim which is the basis of the above-entitled action has been paid in full and whether a satisfaction of judgment has been entered in the above action, and whether the notice of attachment of property in the hands of the Highway Commission is still effective.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Counsel

CWE:AWP
cc Mr. M. H. Hawke
Mr. H. B. Glaisyer ✓

[illegible]M 4-50

[illegible] COMMISSIONERS
[illegible] R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

RECEIVED
FOR FILING

3311

COPY

April 26, 1951

Mr. George Bemis
Bemis Commission Company
Portland Union Stock Yards
North Portland, Oregon

Re: Contracts Nos. 3292, 3299,
3311, 3315, and 3394

Dear Sir:

Enclosed herewith is a list of unpaid claims that have been filed with the Secretary of the State Highway Commission with respect to Contracts 3292, 3299, 3311, 3315, and 3394 between Bemis and Company and the State of Oregon, by and through its State Highway Commission.

I have been advised by the Bridge Department that the work has been completed on Contract No. 3299 and that the contract will be ready for final payment upon receipt of a request from Bemis and Company for a time extension and upon approval thereof. It will be appreciated if you will expedite the making of such request for time extension by Bemis and Company.

So that this office may be advised as to the action that should be taken as to the making of payment upon these contracts, we will appreciate being informed of the status of payment of each of the several claims set forth on the list enclosed herewith.

Yours very truly,

J. M. DEVERS

By

C. W. Enfield
Assistant Counsel.

Enclosure
CWE:AWP
cc Durham and Bates
Bemis and Company
Mr. Cecil Gardiner
Mr. H. B. Glaisyer
Mr. M/ H. Hawke

[illegible] 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

LIST OF UNPAID CLAIMS FILED AGAINST BEMIS AND COMPANY ON 4 CONTRACTS

CONTRACT NO. 3292, VENETA MAINTENANCE BLDG.:

			Balance as of April 20, 1951
8-15-50	Overhead Door Co.	Materials and Labor	$ 900.00
12-9-51	Mercer Steel Co., Inc.	Materials	292.92
12-11-50	Al Clements Lumber Co.	Materials	751.73
2-23-51	Smithwock Concrete Products	Haydite Blocks	2,055.46
1-16-51	L. R. Kibbe	Painting	366.00
2/12-51	A. V. Lusby	Labor & Materials (6% int. from 1/31)	293.18
2/12/51	F. E. Baker	Plumbing	130.00
2-14-51	Eugene Sand & Gravel Co.	Material	714.45

CONTRACTS NO. 3299, JEWELL MAINTENANCE BLDG.:

There are no outstanding claims of record

CONTRACT NO. 3311, FOSSIL MAINTENANCE BLDG.:

1-16-51	Kinzua Pine Mills Co.	Lumber	237.35
4-13-51	Mac's Electric	Electrical work	265.00

CONTRACT NO. 3315, EUGENE STORAGE MAINTENANCE BLDG.:

12/23-51	L. R. Kibbe	Painting	348.00
2-5-51	West Pacific Sales Co.	Material	230.81
2-14-51	Eugene Sand & Gravel Co.	Material	332.20

CONTRACT NO. 3394, ADDITION TO PRINEVILLE MAINTENANCE BLDG.:

1/22/51	Tum-a-Lum Lumber Co.	Material	(As of April 23, 1951) 329.50

RECEIVED
APR 20 1951
FOR FILING

25-2415
3311

2618

April 19, 1951

Assignment No. 2618

Bemis & Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. Geo. Bemis

Gentlemen:

Reference is made to your letter of April 17, 1951, regarding completion of the work on the buildings at Fossil, Jewell, Prineville, Veneta and Eugene, covered by Contracts No. 3311, 3299, 3394, 3292, and 3315.

Our reports from the field do not indicate that any of these projects has been completed. When we wrote you some time ago concerning them, we asked that you advise us when you would be on the job to complete the work. Many of these projects are at a considerable distance from our resident engineer, and, lacking any notice that you were to return, it is possible that the work has been completed without our resident engineer having knowledge of the fact. We are requesting a report from the field and will advise you as soon as this is received.

On the Parkdale Maintenance Building, Contract No. 3291, you were notified, under date of December 15, 1950, concerning violations of the State Plumbing Regulations and Laws. In so far as we know you have not corrected these deficiencies. Will you please advise when this is to be done.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSP:gm
cc G. S. Paxson

RECEIVED
APR 19 1951
FOR FILING

35-340-5

3311

Mrs Lewis

April 18, 1951

Mac's Electric
Fossil, Oregon

Attention: Jayne McQuillin

Gentlemen:

Your letter of April 13, addressed to the Secretary of State, concerning your claim against Bemis and Company in the amount of $265.00 for electrical work on the Fossil maintenance building in Wheeler County has been referred to this office.

Bemis and Company were awarded this work under State Highway Contract No. 3311 and to date has not been completed or accepted by the State Highway Commission. Peerless Casualty Company through Durham and Bates, 901 S. W. Washington, Portland 5, furnished the performance bond with this contract which assures completion of the project and payment of all labor and material bills incurred in connection with the contract.

If you wish to protect your claim, which, you state, is in the amount of $265.00, for a period longer than six months following completion of the contract and acceptance by the Commission it is suggested that you file the claim with the Secretary of State. For your assistance in preparing such a filing we are enclosing excerpts from Oregon Law outlining the necessary procedure.

Your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

NOTED ON CARD

Mrs Lewis

April 18, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Mac's Electric, Fossil, Oregon, advising that they have a claim against Bemis and Company in the sum of $265.00. The claim is for electrical work performed on the Fossil maintenance building, State Highway Contract No. 3311. They also advise that their work has been completed for six months and that payment has not yet been received.

This information is furnished as the Peerless Casualty Company appears as surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham and Bates
901 S. W. Washington
Portland 5, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon

MAC'S ELECTRIC
Electrical Contracting
FOSSIL, OREGON

Apr. 13, 1951

Earl T. Newbry,
Secretary of State
Salem, Oregon

3311

Dear Sir

Last summer we agreed to do the electrical work on the state maintenance building being constructed at Fossil by Bemis and Company of Portland.

The work has been completed for six months and has been approved by the Bureau of Labor. We have sent Bemis and Company numerous statements but as of this date payment has not been received.

If this contract has not been paid in full would it be possible for us to file a claim against it in the amount of $265.00?

[illegible] hear from you at your earliest convenience.

Very truly yours

MAC'S ELECTRIC
Jayne McQuillen
Jayne McQuillin

[illegible]

4-17-51

Referred to State Highway Commission

STATE DEPARTMENT

SECRETARY OF STATE
RECEIVED
APR 16 1951
EARL T. NEWBRY

RECEIVED
APR 17 1951
OREGON
STATE HIGHWAY COMMISSION

W 1 9 1951
FOR FILING

— Mr Glaisyer

Can't read RHB's note but did write to Wac's today, 4-18, some day we rec. letter from Secty of State

IG

NOTED
H. B. GLAISYER

R 19 1951
FOR FILIN

MAC'S ELECTRIC
Electrical Contracting
FOSSIL, OREGON

Apr. 13, 1951

Earl T. Newbry,
Secretary of State
Salem, Oregon

Dear Sir

Last summer we agreed to do the electrical work on the state maintenance building being constructed at Fossil by Bemis and Company of Portland.

The work has been completed for six months and has been approved by the Bureau of Labor. We have sent Bemis and Company numerous statements but as of this date payment has not been received.

If this contract has not been paid in full would it be possible for us to file a claim against it in the amount of $265.00?

May we hear from you at your earliest convenience.

Very truly yours

MAC'S ELECTRIC

/s/ Jayne McQuillin
Jayne McQuillin

Referred to Highway Commission

STATE DEPARTMENT

[illegible] did you [illegible]? → you should answer [illegible] 4-18
Wrote [illegible]
TG

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35-1425
7211

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES
2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

April 5, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

[illegible]

Gentlemen:

We have your letter of April 2 regarding the present status of our claims against Bemis & Company for material furnished them on State Highway Contracts for construction jobs at Veneta and Fossil, Oregon, in the amounts of $341.32 and $256.00 respectively.

Since filing our claim we have received a $400.00 payment on the Bemis account. Of this, $95.60 has been applied to non-state jobs, $256.00 has been applied to the Fossil job, and $48.40 to the job at Veneta. This payment leaves a zero balance on Fossil and $292.92 on Veneta.

We understand from Mr. Bemis that these claims are to be settled shortly; however we have received information of this nature from him for months, so until a check in full payment has been received and cleared the bank satisfactorily we will not be able to send a release on these claims.

We appreciate your attention and following up on this matter.

Very truly yours,

MERCER STEEL COMPANY, INC.

Neil A. Austin
Neil A. Austin

NOTED
H. B. GLAISYER

llg
cc: Durham & Bates

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FOR FILING
35-3415
3311

Kinzua Pine Mills Company
MANUFACTURERS OF
KILN-DRIED OREGON PONDEROSA PINE PRODUCTS
Kinzua, Oregon

April 5, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Reference our letter to you dated April 4th, 1951, advising you of a balance of $437.35 due us from Bemis & Company, we wish to advise that we received a check in the amount of $200.00 today from George Bemis to apply on this account, which leaves a balance of $237.35 due us.

We are enclosing a copy of the letter received from George Bemis with his check.

Yours very truly,

KINZUA PINE MILLS COMPANY

By C. W. Johnson

CWJ/c
Enc.

[illegible] [illegible] [illegible]
with [illegible]

NOTED
H. B. GLAISYER

4-6-51

C O P Y

BEMIS COMMISSION COMPANY
Livestock Market Agency
North Portland, Oregon

April 4, 1951

Kinzua Pine Mills Company
Kinzua, Oregon

Gentlemen:

Please find enclosed check for $200.00 to apply on Bemis & Company account.

Will keep whittling on this until it is all gone. Thanks again.

Yours truly,

(Signed) Geo. Bemis

EIVED
APR 16 1951
FOR FILING

Kinzua Pine Mills Company

MANUFACTURERS OF
KILN-DRIED OREGON PONDEROSA PINE PRODUCTS

Kinzua, Oregon

April 4, 1951

[illegible]

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

In reply to your letter of April 3rd regarding our charge for lumber against Bemis and Company in the amount of $637.35, $200.00 has been paid on this account, leaving an unpaid balance of $437.35.

Evidently George Bemis of Bemis Commission Company, North Portland, Oregon, a brother of Pat Bemis, has taken it upon himself to settle this account as he sent us $100.00 on February 28th and $100.00 on March 15th.

Any assistance that you may be able to give us in getting this account cleaned up will be greatly appreciated.

Yours very truly,

KINZUA PINE MILLS COMPANY

CWJ/c

By C W Johnson

NOTED
H. L. GLAISYER

4-6-

ADDRESS ALL CORRESPONDENCE TO THE COMPANY, NOT TO INDIVIDUALS

RECEIVED
APR 8 - 1951
FOR FILING

35-2425
3311

April 3, 1951

Kinzua Pine Mills Company
Kinzua
Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for lumber furnished them in connection with highway contract for building construction at Fossil, said claim being in the amount of $637.35.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

✓

ED ON CARD

RECEIVED
APR 1951
FOR FILING

55-3405

3311

April 9, 1951

Mr. C. E. Luckey
Attorney at Law
Suite 309 I.O.O.F. Bldg.
Eugene, Oregon

Dear Mr. Luckey:

The records of the State Highway Commission reveal that sometime ago Twin Oaks Builders' Supply Company attached monies owing to Bemis and Company for work performed under several highway contracts, particularly construction of buildings at Veneta, Eugene, Jewell, Fossil and Prineville, the total of their claim being $1,971.88.

I have been informed that the claim has been satisfied and the attachment released. Will you please write me and verify the information if it is correct.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD

RECEIVED
APR [illegible] 1951
FOR FILING

35-3405

3211

April 2, 1951

Mercer Steel Company, Inc.
2555 N. W. Nicolai St.
Portland 10, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed two claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Fossil, said claims being in the amount of $341.32 and $256.00 respectively.

The Highway Commission has been informed that arrangements have been made for payment of all claims against Bemis and Company jobs, and I am writing to you to inquire whether or not your claims have been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

RECEIVED
APR 3 - 1951
FOR FILING

35-3405

33

April 2, 1951

Overhead Door Company
3508 S.W. Moody, Foot of Curry
Portland 1, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed several claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta, Jewell and Fossil, said claims being in the amount of $900, $682 and $750 respectively. The records further show that the last two of these amounts have been paid but there still is outstanding your claim in the amount of $900 against the Veneta job.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:gl

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FOR FILING

[illegible]

3311

Salem, Oregon
March 6, 1951

H. H. Hawke
Auditor

I attach a copy of my letter to you, dated January 4,1951, in which I requested that you hold up all payments on Bemis and Company's contracts until further advised due to attachment which has been served in this office by the Twin Oaks Builders' Supply Co.

The purpose of this note is simply to clarify any misunderstanding which you may have as to what was intended. The instructions are to apply to payments in connection with all the Bemis and Company Contracts, Nos. 3292, 3299, 3311, 3315 and 3394.

Please continue to withhold payments until further advised by this office. Thank you.

HHG:gl

Secretary

Encls.

C
O
P
Y

Salem, Oregon
January 4, 1951

H. M. Hawke
Auditor

This is to confirm our telephone conversation of December 4 in which you were requested to hold up all payments to Bemis & Company due to a writ of attachment served in this office by the Twin Oaks Builders Supply Company.

Please hold up all payments on Bemis & Company contracts until further advised.

Secretary

FAQ/fm

X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 2, 1951

C O P Y

Mr. Denver Young
Marion County Sheriff
Salem, Oregon

Re: John J. Rogers, et al
v.
Pat Bemis

Dear Mr. Young:

This letter is written in reponse to the writ of attachment and notice of attachment in the above-entitled case served upon Mr. H. B. Glaisyer, Secretary for the Oregon State Highway Commission on December 4, 1950.

You are advised that Pat Bemis, doing business as Bemis and Company, presently is engaged in construction work for the State Highway Commission under five contracts, bearing numbers as follows: 3292, 3299, 3311, 3315, and 3394. None of these contracts have been completed and no estimates are presently payable upon any of the five contracts, and the Commission's Auditor is now holding in the form of holdbacks the sum of $2,527.79, which sum, together with additional holdbacks, will be payable to the contractor upon completion of the several jobs.

Highway funds are declared by law to be trust funds, and monies due a contractor upon contract with the Commission cannot be assigned or otherwise employed if such would jeopardize claims of laborers and materialmen who have furnished labor or materials in the accomplishment of the contract with the State. If the claim involved in this suit, and for which the attachment is made, is for labor or materials furnished in connection with the above contracts, then at least a part of the funds in the custody of the Commission are subject to such attachment to the extent of the amount of the claim with respect to the particular contract, but if the claim is unrelated to the job, then the only money earned by the contract which would be subject to the attachment would be that money in excess of the claims of materialmen and laborers in connection with the particular contracts.

We have advised our Auditor to withhold from final settlement sufficient money to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

Yours very truly,

J.M.DEVERS
By
C.W. Enfield, Assistant Counsel

NOTED ON CARD
1-2~~1~~-51
gl

cc - H. B. Glaisyer
M. H. Hawke

CWE:avh

RECEIVED
18 1951
FOR FILING

35-34[illegible]

3311

3311

Mrs Lewis

January 17, 1951

Kinzua Pine Mills Company
Kinzua, Oregon

Gentlemen:

A carbon copy of your letter of January 12, 1951, addressed to Bemis and Company advising that $637.35 for lumber for the building in Fossil is still unpaid, has been forwarded to this office. The claim will be noted in our records and we will advise the contractor and the surety that it has been received. Your claim apparently pertains to State Highway Contract No. 3311 which was awarded to Bemis and Company for construction of a maintenance building at Fossil. This contract has not yet been completed.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. An excerpt from the Oregon Laws is attached outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/16
Attach.

NOTED ON CARD

Mrs Lewis

January 17, 1951

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a carbon copy of a letter addressed to Bemis and Company from Kinzua Pine Mills Company, Kinzua, Oregon, advising that Bemis and Company owe them the sum of $637.35 for lumber furnished for the construction of the maintenance building at Fossil, Wheeler County, State Highway Contract No. 3311. This material, they advise, was furnished during the months of June, July and August, 1950.

The information above is furnished as Peerless Casualty Company appears as surety on the bond furnished with Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/16

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

KINZUA PINE MILLS COMPANY
Kinzua, Oregon

Jan. 12, 1951

REFERRED TO Manager
M. H. Hawke, Auditor

Bemis & Co.
2376 S. E. 45th
Portland, Oregon

Gentlemen:

Enclosed find statement for the total amount of $637.35 covering lumber purchased from us while you were constructing the State Highway building in Fossil, Oregon during the months of June, July and August, 1950.

We will appreciate your check in full for the above balance as this account is now several months past due.

Yours very truly,

KINZUA PINE MILLS COMPANY

By

CWJ/c

REFERRED TO
BY SECRETARY

RECEIVED
DEC 13 1950
FOR FILING

35-346

3311

December 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter from the Mercer Steel Company, Inc., 2555 N. W. Nicolai Street, Portland 10, advising that Bemis and Company owe them two bills. One, in the sum of $341.32, is for reinforcing steel and steel sash provided for the contractor's work on the construction of a maintenance building at Veneta in Lane County, State Highway Contract No. 3292. The other, in the sum of $246.00, is for steel sash furnished for work on the maintenance building at Fossil in Wheeler County, State Highway Contract No. 3311.

This information is provided as the Peerless Casualty Company appears as surety on the bonds furnished in connection with the above contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ml

cc - Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD

RECEIVED
DEC 13 1950
FOR FILING

December 11, 1950

Mercer Steel Company, Inc.
2555 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. Neil A. Austin

Gentlemen:

This is to acknowledge your letter of December 9 advising that Bemis and Company owe the Mercer Steel Company, Inc., $341.32 for reinforcing steel and steel sash furnished for the construction of the Veneta Maintenance Building, State Highway Contract No. 3292; also, $256.00 for steel sash furnished in connection with construction of a maintenance building at Fossil, State Highway Contract No. 3311. These claims will be noted in our records and we will advise the surety and the contractor of their receipt.

If you feel it necessary to protect your claims for a period longer than six months following completion and acceptance of the two jobs, it is suggested that they be filed with the Secretary of State. An excerpt from the Oregon Laws outlining the necessary procedure is attached.

To date neither of these contracts has been completed or accepted.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

PHONE ATWATER 0141

MERCER STEEL COMPANY, INC.

REINFORCING STEEL AND SPECIALTIES

2555 N. W. NICOLAI STREET
PORTLAND 10, OREGON

December 9, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

Notice hereby is given that the undersigned, Mercer Steel Company, Incorporated, has a claim for concrete reinforcing steel and steel sash in the sum of $341.32 against the bond taken from the Peerless Casualty Company agent, M. B. Waterbury, Board of Trade Building, Portland 4, Oregon, for the work of the Bemis Company, Portland, Oregon. This claim is on your contract number 3292 for construction of a Highway Maintenance Building at Veneta.

This company also has a claim against the bond taken from the Peerless Casualty Company agent, Durham & Bates, 901 S. W. Washington, Portland 5, Oregon, for the work of the Bemis Company on State Highway contract number 3311, covering Highway Maintenance Building at Fossil, Oregon. Our claim represents steel sash furnished for this job in the amount of $256.00.

Will you please acknowledge receipt of these two claims.

Very truly yours,

MERCER STEEL COMPANY, INC.

Neil A. Austin

Neil A. Austin

llg
cc: M. B. Waterbury
cc: Durham & Bates

RECEIVED
[illegible]
STATE HIGHWAY COMMISSION

RECEIVED
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FOR FILING

35-3405

3311

Mrs Lucas

November 17, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of November 16 to which was attached a letter from Jamieson & Marshall advising that their claim in the amount of $547.00 against Bemis and Company has been satisfied in full.

This claim was filed against State Highway Contract No. 3311 and bears your file No. 3236.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

Mr Glaisyer

No letter to Surety & Contractor
were sent out on # 11-14 upon
receipt of Jamieson letter advising
Claim had been paid

NOTED
H. B. GLAISYER

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Nov. 16, 1950

3311
3394

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of Nov. 15th, a satisfaction of a notice of claim by Jamieson & Marshall against Bemis and Co. and the Peerless Casualty Company in the sum of $550.47, our file No. 3236.

Enclosed is a copy of the satisfaction.

Very truly yours,

Earl T. Newbry
Secretary of State

NF:M
Enc.

COPY

JAMIESON & MARSHALL

Registered

PLUMBING AND HEATING
Condon, Oregon

November 14, 1950

Earl T. Newbry
Secretary of State
Salem, Oregon

Your file #3236

Dear Sir:

This is to notify you that the claim entered by our firm against Bemis and Co. and the Peerless Casualty Company in the sum of $550.47 for material and labor has been satisfied in the full amount.

Yours very truly,

JAMIESON & MARSHALL

IAN JAMIESON
Ian B. Jamieson

cc Peerless Casualty Company
c/o Durham & Bates
Portland, Oregon

RECEIVED
NOV 17 1950
FOR FILING

35.34

3311

mrs Lewis

November 15, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have today received a letter from Parman & Harris dated November 14 in which they advise as follows:

> "We wish to inform you that our claim against the Bemis & Co. has been paid in full."

This claim apparently is the one in the amount of $635.93 against Bemis and Company on State Highway Contract No. 3311 and concerning which you were notified on September 20, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:[illegible]

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

mrs Lewis

November 15, 1950

Parman & Harris
Condon, Oregon

Gentlemen:

We acknowledge with thanks your letter of November 14 advising that your claim against Bemis and Company has been paid in full. This claim in the amount of $635.93 was filed in our office in connection with State Highway Contract No. 3311 awarded to Bemis and Company.

We will advise the contractor and the surety that your claim has been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

G. W. HARRIS

TELEPHONE 723

PARMAN & HARRIS
BUILDING MATERIAL :: FUEL
CONDON, OREGON

Nov. 14, 1950

Oregon State Highway Comm.
Salem, Oregon

Gentlemen:

We wish to inform you that our claim against the Bemis & Co. has been paid in full.

Yours truly
Parman & Harris
J W Harris

[illegible] usual action

NOTED ON CARD
[illegible]

RECEIVED
1 1950
OREGON
STATE HIGHWAY COMMISSION

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD
[illegible]

RECEIVED
NOV 17 1950
FOR FILING

35-3415

3311

Mrs Lewis

November 15, 1950

Jamieson & Marshall
Condon, Oregon

Gentlemen:

This is to acknowledge your letter of November 14 advising that the claim filed by your firm in the amount of $550.47 against Bemis and Company on Contract No. 3311 has been satisfied in full.

We thank you for advising us so promptly on this matter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

Mrs Lewis

November 15, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter from Jamieson & Marshall dated November 14, 1950, in which they advise as follows:

> "This is to notify you that the claim entered by our firm against Bemis and Co. and the Peerless Casualty Company in the sum of $550.47 for material and labor has been satisfied in the full amount."

This claim was in connection with State Highway Contract No. 3311 awarded to Bemis and Company for construction of a maintenance building at Fossil. We previously notified you concerning receipt of this claim on October 31, 1950.

This information is furnished as the Peerless Casualty Company appears as surety on the bond furnished in connection with Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

JAMIESON & MARSHALL
REGISTERED
PLUMBING AND HEATING

CONDON, OREGON
November 14, 1950

Oregon State Highway Commission
Salem, Oregon

State Highway Contract #3311

Gentlemen:

This is to notify you that the claim entered by our firm against Bemis and Co. and the Peerless Casualty Company in the sum of $550.47 for material and labor has been satisfied in the full amount.

Yours very truly,

JAMIESON & MARSHALL

Ian Jamieson

Ian B. Jamieson

cc Peerless Casualty Company
c/o Durham & Bates
Portland, Oregon

RECEIVED
NOV 1 - 1950
FOR FILING

35 34.5

3311

Mrs Lewis

October 31, 1950

Jamieson and Marshall
Condon, Oregon

Gentlemen:

This is to acknowledge your letter of October 24 advising that you have a claim against Bemis and Company in the sum of $550.47. This claim, you advise, is for plumbing materials and labor furnished in connection with the construction of the maintenance shed at Fossil under State Highway Contract No. 3311. This claim will be noted in our records and we will advise the contractor and the surety of its receipt.

We also note in the mail received today that this same claim has been filed with the Secretary of State. It appears that you have taken the necessary steps to protect your claim under Oregon Law.

For your information the Peerless Casualty Company provided the performance bond furnished in connection with State Highway Contract 3311. Their agent is Durham and Bates, 901 S. W. Washington, Portland 5. The bond provided is to insure satisfactory completion of the work and also payment of just bills for labor and material incurred in connection with the contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

FORM E-30 25M 5-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 26, 1950

SUBJECT:

To:

Mr. H. B. Glaisyer
Secretary
323 State Office Building
Department

Dear Sir:

I attach for your consideration a letter from Jamieson and Marshall, dated October 24, calling attention to the fact that they have a claim in the amount of $550.47 for plumbing materials and labor against Bemis and Company, contractors, in connection with Contract No. 3311 for the construction of a maintenance building at Fossil.

Very truly yours,

Carl F. Smith

Carl F. Smith
Accounting Division

CFS:rs
encl.

cc: D. B. Taylor

[illegible] letter

[illegible]LD ON CARD

JAMIESON & MARSHALL
REGISTERED
PLUMBING AND HEATING

CONDON, OREGON
October 24, 1950

Smith

To:
Oregon State Highway Commission
Salem, Oregon

"Notice is hereby given that the undersigned, Jamieson & Marshall, has a claim for plumbing materials and labor in the sum of Five Hundred Fifty and 47/100ths ($550.47) Dollars against the bond taken from Bemis & Co. and the Peerless Casualty Company whose agent is Durham & Bates, 901 S. W. WashingtonStreet, Portland Oregon for the material and labor that went into the maintenance shed built at Fossil, Oregon for the State Highway Commission.

JAMIESON & MARSHALL
By Ian Jamieson
Ian B. Jamieson

RECEIVED
NOV 1 - 1950
FOR FILING

[illegible]

35-34-5

3311

October 31, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of October 25 to which was attached three copies of a claim filed with your office by Jamieson & Marshall against Bemis and Company in the amount of $550.47 for material and labor furnished for the maintenance shed at Fossil, State Highway Contract 3311, your file No. 3236.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30

NOTED ON CARD

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

October 25, 19[illegible]

Mr. [illegible], [illegible]
[illegible]
Salem, Oregon

Dear Sir:

We have received from [illegible] behalf of [illegible], and filing of this [illegible] notice of claim for [illegible] against the [illegible] in the sum of $[illegible]50.47, [illegible] Casualty Company [illegible] the Peerless [illegible] for material [illegible] Fossil, Oregon for the State Highway Commission, our file No. [illegible].

We are enclosing three copies of the claim for your information [illegible].

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

[illegible]
Inc.

RECEIVED
OCT [illegible] 19[illegible]
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1 - 1950
FOR FILING

Mrs Lewis

35-3411

3311

October 31, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by Jamieson and Marshall, Condon, Oregon, against Bemis and Company. This claim is in the amount of $550.47 for material and labor furnished in connection with Bemis and Company's construction of a maintenance building in Fossil, State Highway Contract No. 3311.

This information is provided as the Peerless Casualty Company appears as surety on the bond furnished in connection with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 10/30
Attach.

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

[illegible]

COPY

JAMIESON & MARSHALL
REGISTERED
PLUMBING AND HEATING

CONDON, OREGON
October 24, 1950

To:

Mr. Earl T. Newbry, Secretary of State

Salem, Oregon

"Notice is hereby given that the undersigned, Jamieson & Marshall, has a claim for plumbing materials and labor in the sum of Five Hundred Fifty and 47/100ths ($550.47) Dollars against the bond taken from Bemis and Co. and the Peerless Casualty Company whose agent is Durham & Bates, 901 S. W. Washington Street, Portland, Oregon for the material and labor that went into the maintenance shed built at Fossil, Oregon for the State Highway Commission.

JAMIESON & MARSHALL
By IAN JAMIESON

Ian B. Jamieson

ENDORSED
Filed Oct. 25, 1950
File No. 3236
EARL T. NEWBRY, Secretary of State

RECEIVED
OCT 24 1950
FOR FILING

35-3415

11

October 23, 1950

Overhead Door Company
3508 S. W. Moody, Ft. of Curry
Portland 1, Oregon

Attention: Mr. M. E. Munly

Gentlemen:

This is to acknowledge your letter of October 20 in which you advise that your Company has been paid in full by Bemis and Company for your claim against them on Contract 3291, Parkdale Maintenance Building; Contract 3299, for the Jewell Building; and Contract 3311, for the Fossil job.

We will advise the surety and the contractor that your letter has been received and also call to their attention the fact that your claim in the sum of $900.00 in connection with the Veneta Building has not yet been paid.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

RECEIVED
OCT 24 1950
FOR FILING

35-3400

3311

October 23, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated October 20, 1950, from the Overhead Door Company in which they advise as follows:

"RE: State Highway Contract no. 3291, Parkdale Maintenance Building, Hood River, Oregon,

"We have been paid in full by Beals & Co. on this job together with contract 2399 (3299) for the Jewell job and 3311 for the Fossil job. However, we still have an outstanding account in the sum of $900.00 dated back to August 15th for the Vesta job. * * *

The Vesta job to which the Overhead Door Company refers is State Highway Contract 3292 and concerning which claim you were advised on September 18, 1950.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with State Highway Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Durham & Bates
901 S. W. Washington
Portland 5, Oregon

H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Beals & Company
2376 S. E. 23rd Street
Portland, Oregon

RECEIVED
SEP 26 1950
FOR FILING

35-34..

3311

September 22, 1950

Overhead Door Company
3508 S. W. Moody, Foot of Curry
Portland 1, Oregon

Attention: Mr. M. E. Manly

Gentlemen:

This is to acknowledge your letter of September 18 concerning amounts owed you by Bemis and Company. As you perhaps know, each contractor with the State Highway Commission is required to furnish a performance bond with each contract for the full amount of the contract. This bond is furnished to insure satisfactory completion of the job and also the payment of claims incurred in connection with the job. The State does not enter into the matter of determining the validity of claims, although we do record them and notify the surety and the contractor of their receipt.

If you wish to protect this claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that the claims be filed with the Secretary of State. We are enclosing an excerpt from the Oregon Laws outlining the necessary procedure.

Peerless Casualty Company provided the performance bonds for Bemis and Company on Contracts 3291, 3311, 3299 and 3292. The agent on Contract No. 3311 is Durham and Bates, 901 S. W. Washington, Portland 5, and on the other three contracts is M. B. Waterbury, Board of Trade Building, Portland 4.

Contract No. 3291 was completed on September 6 but has not yet been accepted by the Commission. The other contracts are still incomplete.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Enc.

9-22-50

RECEIVED
SEP 26 1950
FOR FILING

35-3035

3311

September 22, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

In a letter dated September 18, the Overhead Door Company, 1058 S. W. Moody, Foot of Curry, Portland 1, advises that Bemis and Company owe them $750.00 on Contract 3291 for materials furnished for the Parkdale Maintenance Building, $900.00 on Contract 3292 for the Maintenance Building at Veneta, $662.00 for the Maintenance Building at Jewell (Contract 3299) and $750.00 on a maintenance building at Fossil (Contract 3311). They state that they have talked to the contractor regarding payment on these jobs but so far none has been forthcoming.

This information is provided as the Peerless Casualty Company appears as surety on the bonds executed in connection with Contracts 3291, 3292, 3299 and 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FH:md

cc - Durham & Bates
921 S. W. Washington
Portland 5, Oregon

Mr. H. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD
9-23-50 JC

RECEIVED
1950
FOR FILING

35-3405

3311

Mrs Lewis

September 20, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Farman and Harris, Condon, against Bemis and Company in the amount of $635.93. This claim is for materials furnished the contractor in connection with his work in the construction of a maintenance shed at Fossil, Oregon, being State Highway Contract No. 3311. This apparently is the same claim, although in a slightly larger amount, concerning which we notified you on September 11.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/19
Attach.

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

[illegible] CARD

9-22-50

COPY

PARMAN & HARRIS
BUILDING MATERIAL - FUEL
Condon, Oregon Sept. 12, 1950

To the Oregon State Highway Commission,
Salem, Oregon.

"Notice is hereby given that the undersigned, Parman & Harris of Condon, Oregon, has a claim for materials furnished in the sum of Six Hundred Thirty Five 93/100 ($635.93) Dollars against the bond taken from Bemis & Co. and the Peerless Casualty Company whose agent is Durham & Bates, 901 S. W. Washington St., Portland, Oregon for the material that went into the maintenance shed built at Fossil, Oregon for the State Highway Commission.

Parman & Harris,
By C. W. Harris "

ENDORSED
FILE NO. 2230
FILED, SEPT. 13, 1950
EARL T. NEWBRY, Secretary of State

OPY

C. W. Harris   Condon, Oregon, ____________19____

M Bemis and Co.
in account with

PARMAN & HARRIS

BUILDING MATERIAL

FUEL

All Bills Due 10th of Month Following Date of Purchase   TELEPHONE 722

1950					
June	23	15 yds. pit-run gravel	6.00	90.00	
		33 pcs 2/6 18 com 594			
		8 " 12 " 96 690	.10	69.00	159.00
	24	10 yds. pit-run gravel	6.00		60.00
	26	100 Sx Cement	1.30	130.00	
		5%		6.50	123.50
July	7	24 yds pit run gravel	6.00	144.00	
		75 Sx Cement	1.30	97.50	
				241.50	
		5% on cement		4.88	236.62
Aug.	3	35 Sx Cement	1.30	45.50	
		5% on cement		2.28	43.22
					622.35
		Discount given for prompt payment disallowed			13.58
					635.93

ENDORSED
File No. 3230
Filed, Sept. 13, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
FOR FILING

35-3405

3311

Mrs Lewis

September 20, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of September 14 to which was attached three copies of a claim filed with your office by Parman & Harris, Condon, against Bemis and Company.

This claim is in the sum of $635.93 for materials furnished the contractor in the construction of a maintenance shed at Fossil, being State Highway Contract No. 3311, your file No. 3230.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 9/19

NOTED ON CARD

9-20-50, gp

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 14, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from Parman & Harris and filed as of Sept. 13th, a notice of claim by same for materials furnished in the amount of $635.93 against the bond taken from Bemis & Co. and the Peerless Casualty Company whose agent is Durham & Bates, for material furnished for maintenance shed built at fossil, Oregon for the State Highway Commission, our file No. 3230.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

RECEIVED
SEP 15 1950
OREGON
STATE HIGHWAY COMMISSION

9-14-50

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1 1950
FOR FILING

35-3405

3311

3311

Mrs Lewis

September 11, 1950

Farman and Harris
Condon, Oregon

Gentlemen:

Your letter dated August 29, addressed to Mr. V. H. Coffey, John Day, concerning a bill in the amount of $622.34 owed you by Bemis and Company for materials furnished them for the maintenance shed at Fossil has been referred to this office. This, apparently, is State Highway Contract No. 3311 awarded to Bemis and Company, 2376 S. E. 45th Street, Portland, for construction of a maintenance building in Fossil.

With this contract, as with all State Highway contracts, the contractor is required to furnish a performance bond in the full amount of the contract. This bond not only assures completion of the job but payment of all bills incurred in connection with the contract. The surety in this instance is Peerless Casualty Company whose agent for this bond is Durham and Bates, 901 S. W. Washington, Portland 5.

The State does not enter into the matter of determining the validity of claims against various contracts, but your claim will be noted in our records and we will advise the surety and the contractor that it has been received.

Contract 3311, as far as we know, has not yet been completed. In the event that you might wish to protect the claim for a period longer than six months following completion of the contract and acceptance of it by the Highway Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing there is attached an excerpt from the Oregon laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

2 11-50, JC

Mr Parsons 9-8-50

Please hand to the proper authority. Receipt of the letter has not been acknowledged. CdL

Cannon:-

Please forward to the Salem Office

Vic

RECEIVED
SEP 6 1950
DIVISION OFFICE
LA GRANDE

TELEPHONE 728

PARMAN & HARRIS

BUILDING MATERIAL :: FUEL

CONDON, OREGON Aug. 29, 1950.

Mr. V. H. Coffey,
John Day, Oregon.

Dear Mr. Coffey;- We have furnished material to Bemis & Co. who did the building of the maintenance shed at Fossil to the amount of $622.34 and most of it was furnished in June. We have sent bills and statements, also written them letters and so far have failed to get any response. We would like to know what is neceaary to protect our account. We are presuming that you have jurisdiction over this piece of work. Thanking you, we remain

Yours very truly,
Parman & Harris,
C.W. Harris

RECEIVED
SEP 11 [illegible]
OREGON STATE HIGHWAY COMMISSION

Mrs Lewis

[illegible]
3311

September 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

A letter from Farman & Harris, Condon, Oregon, dated August 29th and addressed to Mr. V. H. Coffey at John Day, has been referred to this office for reply.

Farman & Harris in their letter state that Bemis and Company owe them $622.34 for materials furnished in connection with construction of a maintenance shed at Fossil. They state that they have sent bills, statements and letters but so far have failed to get any response. Their claim apparently is against Bemis and Company who were awarded State Highway Contract No. 3311 for construction of a maintenance building at Fossil, Wheeler County.

This information is provided as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract No. 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

9-11-50 gP

3311

Mrs Lewis

September 11, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of September 7 to which was attached three copies of a claim filed with your office by Overhead Door Company in the amount of $750.00 against Bemis and Company for materials and labor furnished the contractor on the Fossil Maintenance building, State Highway Contract 3311, your file No. 3228.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

9-11-50

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

Sept. 7, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by Overhead Door Co. for materials furnished and labor performed in the sum of $750.00 against the bond taken from Bemis & Co. principal, for the Construction of Fossil Maintenance Bldg., state highway contract number 3311, our file number 3228.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

9-11-50 [illegible]

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SEP 11 1950
OREGON
STATE HIGHWAY COMMISSION

3311 35-3445

Mr Lewis

September 11, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by Overhead Door Company, 3508 S. W. Moody, Foot of Curry, Portland, in the sum of $750.00 for materials and labor furnished Bemis and Company for their work on the Fossil Maintenance Building, State Highway Contract No. 3311. This claim, they state, is for installing overhead doors on the above job.

This information is furnished as the Peerless Casualty Company appears as surety on the bond executed in connection with Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

NOTED ON CARD
9-11-50 JC

COPY

Home Office
Overhead Door Corporation
Hartford City, Indiana, U.S.A.

Sales Offices
Seattle Spokane
Yakima Tacoma
Boise Wenatchee

OVERHEAD DOOR COMPANY

3508 S. W. Moody, Ft. of Curry - BR. 5559

PORTLAND 1, OREGON

September 6, 1950.

State of Oregon,

Salem,

Oregon.

Attention: Secretary of State.

Gentlemen:

Re: State Highway Commission, Contract No. 3311
Construction of Fossil Maintenance Bldg.,
Bemis & Co. Contractors, 2376 S. E. 45th, St. City.

Notice is hereby given that the undersigned OVERHEAD DOOR CO. has a claim for materials furnished and labor performed in the sum of $750.00 against the bond taken from BEMIS & CO. for the work providing and installing the required overhead doors on the above job, which work was completed on July 6th.

Yours very truly,

OVERHEAD DOOR CO.

R. S. DORNBERGER

R. S. Dornberger

ENDORSED
File No. 3228
Filed September 7, 1950
EARL T. NEWBRY, Secretary of State

RECEIVED
SEP 11 1950
FOR FILING

35-3405
3311

Mrs. Lewis

September 7, 1950

Parman & Harris
Condon, Oregon

Gentlemen:

We have your letter of September 5 in which you state that Bemis and Company owe you $622.34 for material furnished to them while constructing the State Highway maintenance shed at Fossil.

The State Highway Commission awarded Contract No. 3311 to Bemis and Company, 2373 S. E. 45th Street, Portland, for construction of this building. Bemis and Company furnished with this contract a performance bond which guarantees completion of the work and payment of bills incured in connection with the job. The company issuing this bond is the Peerless Casualty Company whose agent in this instance is Durham and Bates, 901 S. W. Washington Street, Portland 5.

Your claim will be noted in our records as we have received it and we will also advise the surety and the contractor that it has been received.

This job is not yet completed, but in the event that you wish to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission it is recommended that you file your claim with the Secretary of State. Attached is an excerpt from the Oregon laws outlining the necessary procedure to make such a filing.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

D ON CARD
7-1-[illegible]

G. W. HARRIS

TELEPHONE 722

PARMAN & HARRIS
BUILDING MATERIAL :: FUEL
CONDON, OREGON

Sept. 5, 1950.

3311

Oregon State Highway Commission,
Salem, Oregon.

Gentlemen;- We have furnished material to Bemis & Co. who built your maintenance shed at Fossil to the amount of $622.34, mostly in june and to date we have been unable to collect, in fact we cannot even get an answer to our letters.

We are asking that you protect us to this amount and should you require an itemized invoice or any formal filing of a claim, Please let us know.

Yours very truly,
Parman & Harris,
G W Harris

RECEIVED
SEP 7 1950
OREGON
STATE HIGHWAY COMMISSION

Clara Lewis

September 7, 1950

Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Gentlemen:

We have received a letter dated September 5, from Parman and Harris, Condon, Oregon, advising that Bemis and Company owes them $622.34 for materials furnished in connection with the contractor's work on the maintenance shed at Fossil. They state that these materials were secured mostly in June and to date have been unable to collect the amount or to get an answer to their letters. Apparently the job to which they refer is State Highway Contract No. 3311 with Bemis and Company for work on a maintenance building in Fossil.

This information is furnished as the Peerless Casualty Company appears as surety on the bond furnished in connection with Contract 3311.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Durham and Bates
901 S. W. Washington Street
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

RECEIVED
FOR FILING

35 - 34 [illegible]

3311

Files

May 22, 1950

Remis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the Highway Commission, as follows:

Contract No. 3311, covering construction of maintenance building at Fossil in Wheeler County, awarded April 24, 1950.

Contract No. 3315, for construction of storage maintenance building at Eugene in Lane County, awarded April 25, 1950.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded [illegible]

RECEIVED
APR 28 1950
FOR FILING

34-3405

3311

April 27, 1950

Bemis and Company
2376 S. E. 45th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on April 24, 1950 awarded you the contract for a masonry block maintenance building in Fossil, Wheeler County. This award was based on your low bid of $9,880.16 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
O. S. Paxson

RECEIVED
APR 4 - 1950
FOR FILING

35-3405

3311

Fossil

4-l
&
1-m

Salem, Oregon
March 27, 1950

Agenda Item 4-e

Mr. E. A. Collier

On March 20, the Highway Commission approved the construction of a standard equipment storage headquarters building in the City of Fossil at an estimated cost of $14,920.

W. W. Stiffler

R

cc: G. S. Paxson

NOTED
W. W. STIFFLER

RECEIVED
MAR 16 1950
FOR FILING

Maint
Bldg. & Sites

March 15, 1950

Fossil

Oregon State Highway Commission

Gentlemen:

At the February meeting, the Commission approved the purchase of a building site in the City of Fossil, upon which we contemplate building a standard equipment storage headquarters building, as anticipated in our 1950 budget approved as to principle.

The February report outlined the necessity for constructing a storage building, due to the fact that the lessor has sold the property and the present owner is anxious to take possession, going so far as to reject our rental payments. Therefore, as our lease expires during the summer, I herewith recommend that authority be granted to advertise for competitive bids for the construction of a standard building for which plans have been completed and the estimated cost of which is $14,920. Our Capital Outlays portion of the 1950 budget includes an item in the amount of $15,000 for this project.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

cc: W. W. Stiffler

WWS:er

FORM E-30 25M 6-49 53602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 15, 1950

SUBJECT: Job No. 7322

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

Dear Sir:

Herewith complete plans for the proposed maintenance building at Fossil. Our estimate for this project is $13,565, to which should be added 10 per cent for engineering and contingencies, making a gross estimate of $14,920.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP:gm
Attached

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 9, 1950

SUBJECT: Fossil Maintenance Building

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

The 1950 Budget contains an item for the construction of a standard maintenance station at Fossil. A building site has been purchased and I attach hereto sketch map 1R-1-429 showing the proposed location of the building, the gas pumps and yard.

We plan to build a standard building 32'x78'8", of block construction, metal roof and uplift doors, similar to the buildings being constructed at Brogan and Parkdale. The cost for contract construction of the building is estimated to not exceed $13,968. The additional state force work involved in grading, surfacing, installation of a service station, and fencing, is estimated at $3,000, making a total of $16,968.

We request that authority be obtained from the Highway Commission to proceed with the preparation of plans and calling for bids for the contract construction of this building.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm
Encl.

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FOR FILING

[illegible]
[illegible]

Salem, Oregon
February 9, 1950

Mr. E. A. Collier

Fossil

On February 6, the Highway Commission approved the purchase of an equipment storage site from John W. McConnell, consisting of 1.67 acres, for a consideration of $1,500 in the City of Fossil.

W. W. Stiffler

WWS:er

1950

FOR FILING

February 2, 1950

Oregon State Highway Commission

Gentlemen:

At the November Commission meeting, Mr. Cooper reported on an option taken by H. W. Conad, Right-of-Way Agent, for a maintenance site in the city of Fossil, consisting of 1.67 acres, for a total consideration of $1,500, which option has subsequently been canceled. You will recall that the Commission did not approve the option and requested a further search for available building sites.

We are at the present time renting property in Fossil under an agreement with Mercer and Ashenfelter, who subsequently sold the property in 1949 to Mrs. Harvey Fouts. Mrs. Fouts took the stand that we did not have a lease with the new owner and ordered us to vacate the property not later than March 15. We reminded Mrs. Fouts that legally our lease was valid and we have continued to make rental payments as stipulated in the lease, although some of the checks have been returned. We are continually pressed with a request to vacate the property, and, under these conditions, we have included an item in our 1950 budget for the construction of a standard headquarters building, when a suitable site is purchased. Our lease on the above building expires March 15, 1951.

Our District Maintenance Superintendent, V. L. Coffey, and Right-of-Way Agent, H. W. Conad, have investigated other properties in the vicinity of Fossil, but have been unable to locate a suitable building site at a price lower than $1,500, the price of the McConnell site.

Mr. Chidsey advises that, in company with Commissioner Reynolds, other alternate sites in the vicinity of Fossil have been reviewed, after which it is their opinion that the purchase of the McConnell site, consisting of 1.67 acres, for $1,500, is justified, considering the area, the location, and the further fact that the ground is practically level, at grade with the Highway, which will not require any grading costs in developing the property. Electric power and city water are available. The property is within the corporate limits of the city, where it has fire protection.

It is my recommendation that the McConnell property be purchased at the price stipulated, $1,500.

Very truly yours,

R. H. Baldock
State Highway Engineer

WWS:er hi
cc Mr. W. W. Stiffler
Mr. Forrest Cooper

FORM E-30 15M 5-49 21806

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
January 27, 1950

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Collier:

Mr. Coffey and Mr. Cozad have again looked over the proposed maintenance site at Fossil and have recommended the purchase of the McConnel site.

They were unable to find an alternate site suitable for our use at any lower price than we are paying for the site under question.

Yesterday, Commissioner Reynolds, Mr. Bickmore and myself looked the present site over in Fossil and discussed the possibility of alternate sites and it was our opinion that the present site was probably the most suitable and could probably be secured as cheaply as any other suitable site in that vicinity.

In view of the above statements, I would recommend that the site previously submitted be presented to the Commission for approval and purchased at the earliest possible time.

The site in question has electric power, fire protection, and city water available. The cost of leveling and grading this site is not excessive and due to its location is probably the most suitable site for our purpose which could be obtained at Fossil.

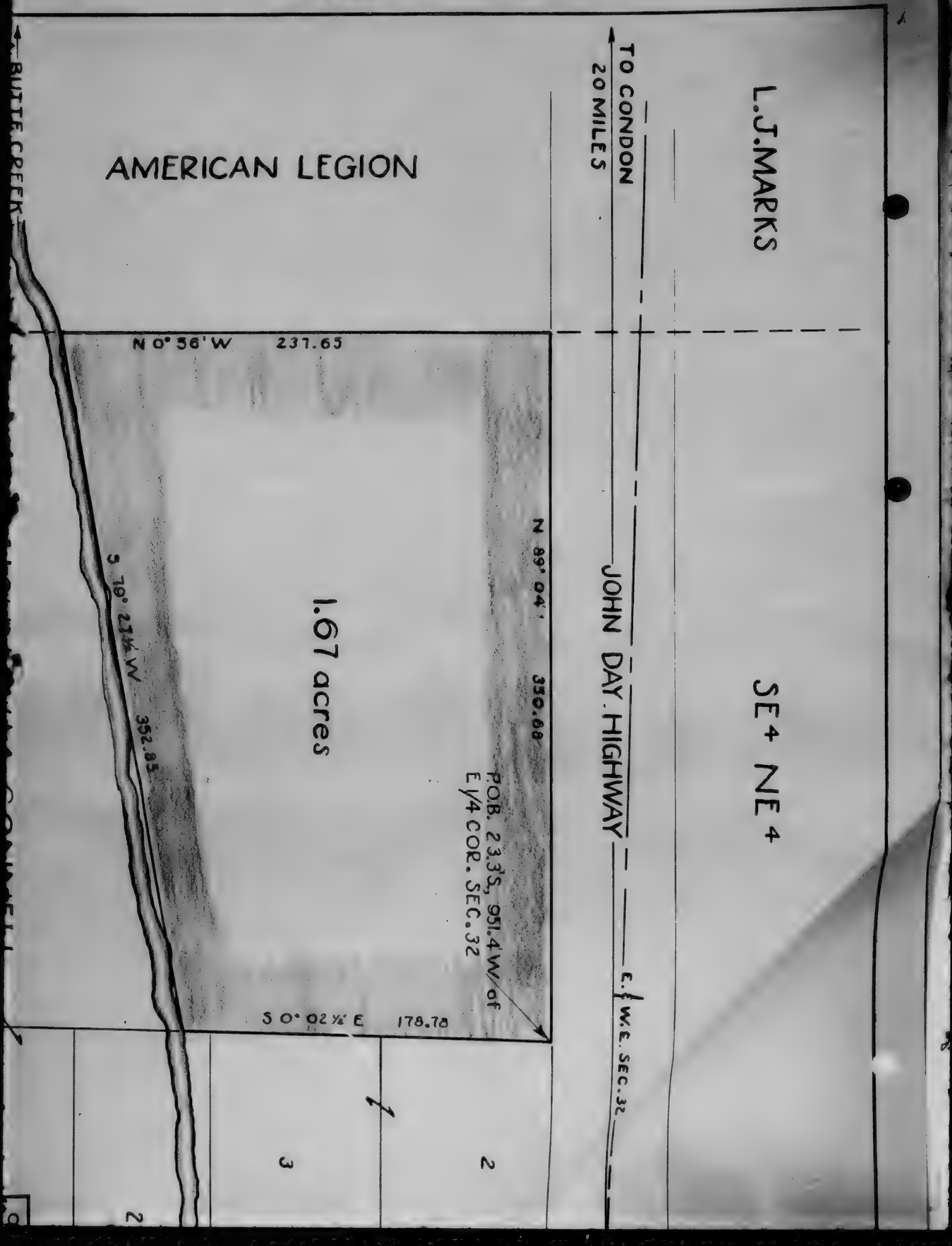
Very truly yours,

E F Chidsey
E. F. CHIDSEY
Division Engineer

EFC/hw

NOTED
Parson

NOTED
E. A.


AMERICAN LEGION
L.J.MARKS
TO CONDON
20 MILES
BUTTE CREEK
N 0° 56' W 231.65
N 89° 04' 350.68
S 79° 23½' W 352.83
S 0° 02½' E 178.78
1.67 acres
P.O.B. 23.3'S, 951.4'W of E 1/4 COR. SEC. 32
JOHN DAY HIGHWAY
E. 1/4 W.E. SEC. 32
SE¼ NE¼
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2
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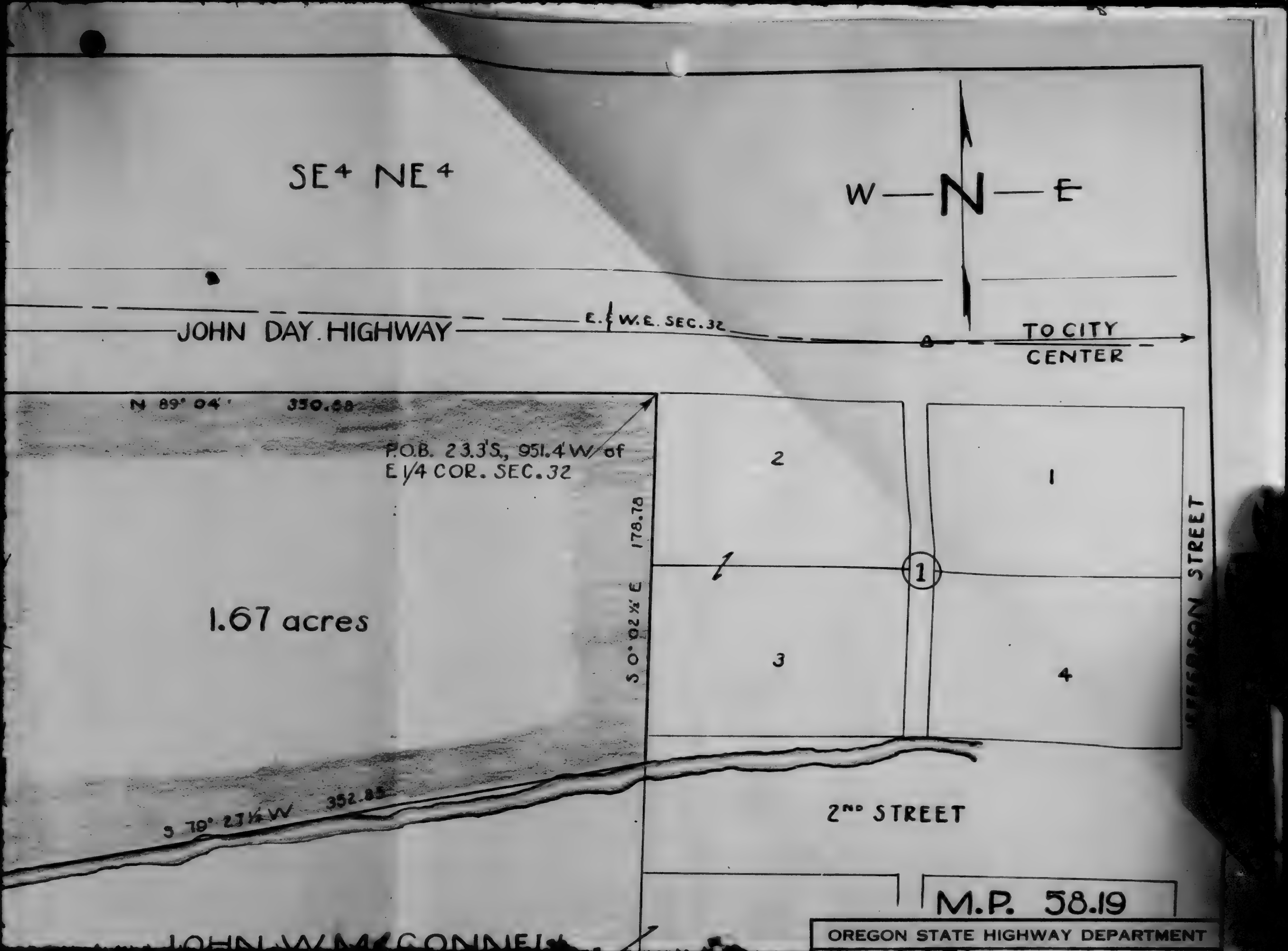
SE4 NE4
W — N — E
JOHN DAY HIGHWAY
E. ⯑ W.E. SEC.32
TO CITY CENTER
N 89° 04' 350.88
P.O.B. 23.3'S., 951.4'W. of E 1/4 COR. SEC. 32
1.67 acres
S 0° 02½' E 178.78
S 79° 23½' W 352.85
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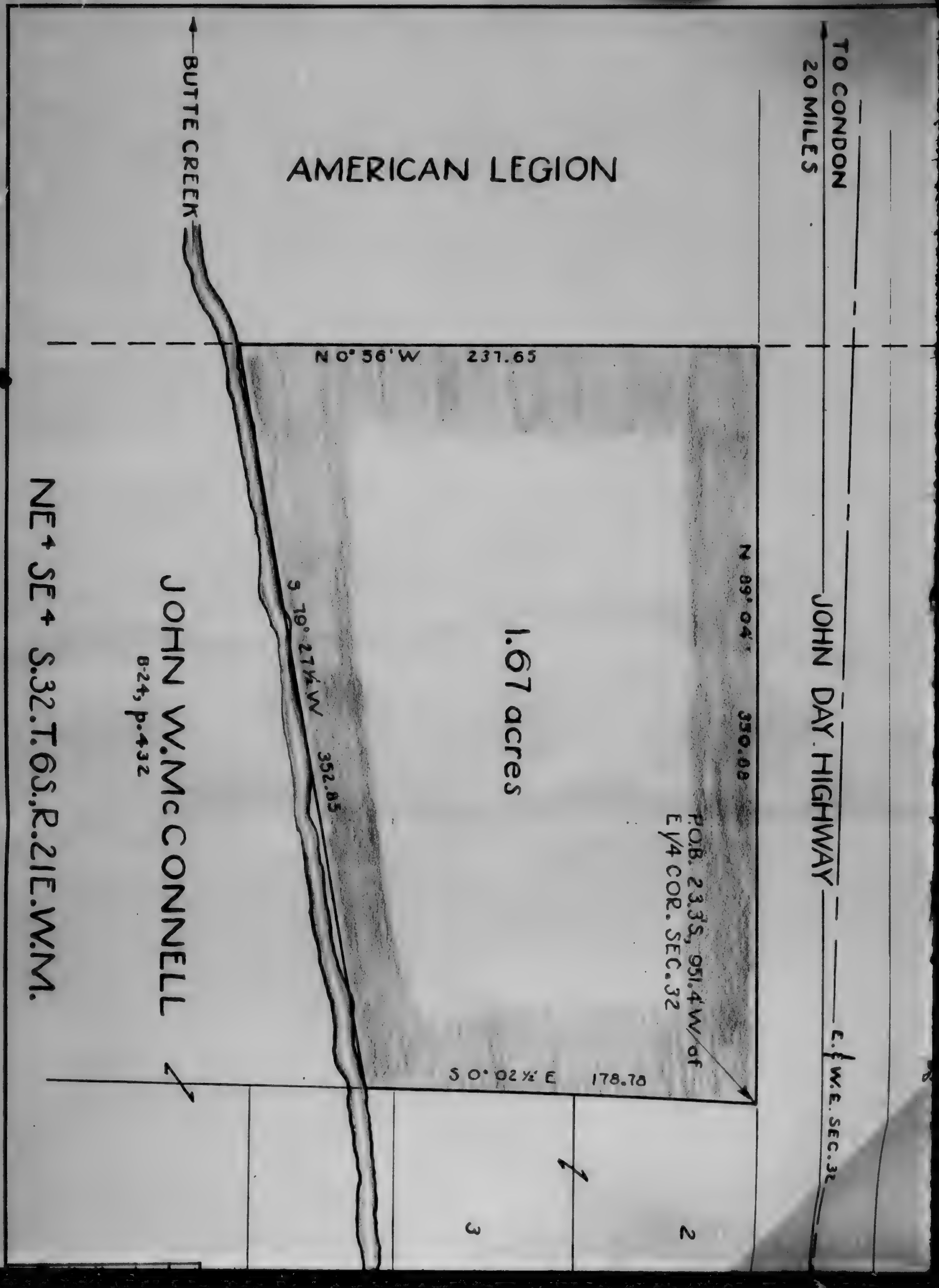
①
2ND STREET
JEFFERSON STREET
JOHN W. McCONNELL

M.P. 58.19

OREGON STATE HIGHWAY DEPARTMENT


TO CONDON
20 MILES
BUTTE CREEK
AMERICAN LEGION
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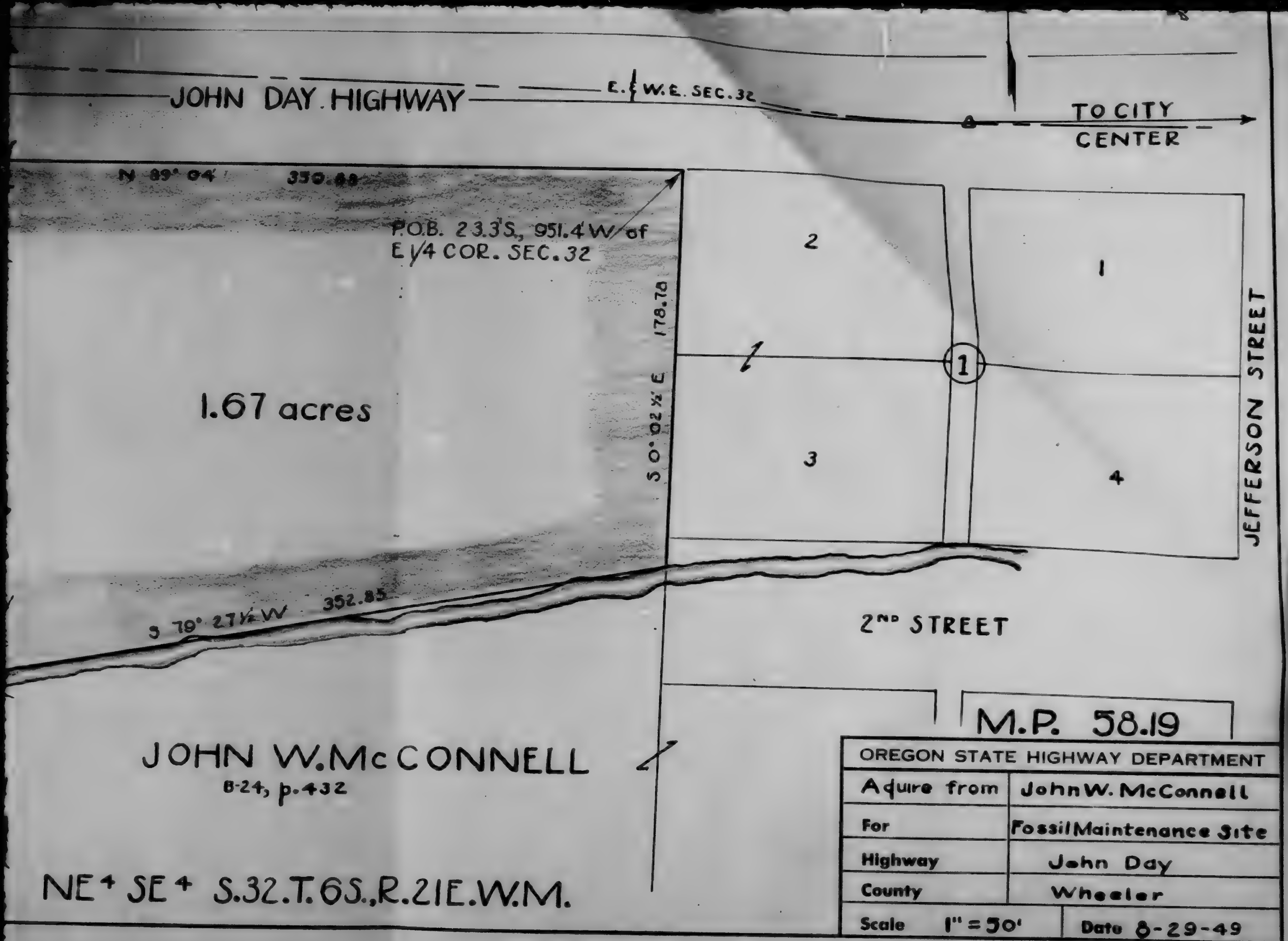
N 89° 04' 350.88
JOHN DAY HIGHWAY
1.67 acres
S 79° 27½' W 352.85
P.O.B. 23.3'S, 951.4'W of
E 1/4 COR. SEC. 32
S 0° 02½' E 178.78
E.¼ W.E. SEC. 32
JOHN W. McCONNELL
B-24, p.432
NE¼ SE¼ S.32.T.6S.R.21E.W.M.
3
2


JOHN DAY HIGHWAY
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TO CITY CENTER
N 89° 04' 330.88
P.O.B. 23.3'S., 951.4'W. of E 1/4 COR. SEC. 32
S 0° 02½' E 178.78
1.67 acres
S 79° 27½' W 352.85
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JEFFERSON STREET
2ND STREET
JOHN W. McCONNELL
B-24, p. 432
NE¼ SE¼ S.32.T.6S.,R.21E.W.M.

M.P. 58.19

OREGON STATE HIGHWAY DEPARTMENT	
Aquire from	John W. McConnell
For	Fossil Maintenance Site
Highway	John Day
County	Wheeler
Scale 1" = 50'	Date 8-29-49

RECEIVED
DEC 28 1949
FOR FILING

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OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
Nov. 15, 1949

SUBJECT: Fossil Maintenance Headquarters Site

To:

Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

I have your letter of November 14 about the maintenance site at Fossil. I am sorry I did not write you a letter suggesting approval by the Highway Commission to purchase the building site in Fossil.

We have a lease on a building in Fossil and last March the owners, Mercer and Ashenfelter, notified the Commission that they had sold their property to Mrs. Harvey Fouts. This did not cancel our lease, but on May 8 Mrs. Ora Fouts wrote us that we did not have a lease and she wanted us to get out and that last October Mr. Fouts told Mr. Coffey to get out by the 15th of March. They have repeatedly pressed us to get out, and on May 20 they returned a check to us. We sent the check back as I understand, and continued to make payments to her, but they are very anxious to have us get out. Our lease will expire March 15, 1951, in any case.

Mr. Coffey and Mr. Chidsey and the sectionman have searched for a suitable site. Last summer they showed me two or three sites and we looked over the sites quite thoroughly. It would appear that a suitable site could be purchased in or near Fossil for a cheap figure, but we found that suitable sites were held pretty high and several farmers on the edge of town refused to sell an acre or two out of the corner of their fields.

Two property owners were willing to sell on the west edge of Fossil. One of these, Mr. L. J. Marks, asked $1,000 for a triangular shaped piece containing two-thirds of an acre. Almost directly across the highway from this John W. McConnel asked $1,500 for a tract 1.67 acres with a frontage on the highway of 360 feet. This tract is clear and nearly level.

The first tract is rather small for our purposes and not well shaped. We recommend acquisition of the site from Mr. McConnel. An option has been secured on it and Mr. Coffey and Mr. Chidsey join in recommending this and believe that it is the best site, considering price and location, that can be obtained at present.

NOTED
W. W. STIFFLER

This site is about 1/4 mile west of the center of Fossil and is located on the south side of the John Day Highway. Its development will require no grading and only a reasonable amount of surfacing. It is level with the highway grade and on a tangent.

I am asking Mr. Porter to send you a copy of Right of Way Agent Cozad's report on this property which may be of assistance to the Commission.

Very truly yours,

E. A. Collier
Maintenance Engineer

EAC:AE
cc

RECEIVED
DEC 28 1949
FOR FILING

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE
Salem, Oregon
November 15, 1949

SUBJECT: Our File 15662
Maintenance Site
Fossil, Oregon

To: Mr. E. A. Collier
Maintenance and Equipment Engineer

OFFICE

Dear Mr. Collier:

Attached hereto is a copy of the final report of the Right of Way Agent relative to the above file, the maintenance site in Fossil.

Very truly yours,

J. M. DEVERS

By

R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

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FOR FILING

FORM K-30 25M 6-49 32602

Maint
Bldg & Sites

Fossil

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 15, 1949

SUBJECT: Our File 15662
Maintenance Site
Fossil, Oregon

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

OFFICE

Dear Mr. Stiffler:

Attached hereto is a copy of the final report of the Right of Way Agent relative to the above file, the maintenance site in Fossil. This is being sent to you in accordance with a request from Mr. E. A. Collier.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Assistant Right of Way Engineer

RLP:MA

RECEIVED

FOR FILING

Maint.

Bldg. Sites

Fossil

File

1-B

Salem, Oregon
November 14, 1949

Mr. E. A. Collier

At the last Commission meeting, November 7, Mr. Cooper reported to the Highway Commission on an option taken for a building site for an equipment storage headquarters in Fossil, the total amount of which was $1,500, based on a unit cost of $1,000 per acre.

The Commission took exception to the price of $1,000 per acre for a building site in that vicinity and, in doing so, reminded us that we had not secured the prior approval of the Highway Commission to purchase a building site in Fossil.

For the time being, this issue is held in abeyance, but it will be necessary to make some disposition of the option taken by the right of way agent by the meeting December 19 and 20, next scheduled meeting of the Commission. Therefore, please investigate the possibilities of an alternate building site and secure the appraisal of the same by a right of way agent. If a suitable alternate site can be secured and purchased for a price less than $1,000 per acre, please submit the same with your recommendations.

If no suitable alternate building site is available, within walking distance from the Town of Fossil, a report and your recommendations in detail will be necessary to support the recommended purchase of the site which is now under option.

W. W. Stiffler

WWS:er

cc: Forrest Cooper

(1-g)

Real Property Resolution
(Cooper)

R. E.

Form E-43-7500-5-46-28244

File No. 15662

Sta. .... to Sta. ....

OREGON STATE HIGHWAY COMMISSION

FINAL REPORT ON REAL PROPERTY NEGOTIATIONS

Copy

Purpose of purchase Highway Maintenance Site

Name of owner John W. McConnell

Mail address Fossil, Oregon

Location of property Fossil section of

John Day Highway in Wheeler County.

NE¼ SE¼ Section 32, Twp. 6 S, Range 21 E

Section ...., Twp. ...., Range ....

Street address of property

How does taking of property affect balance of grantor's property? No damage

(Give details regarding dividing of tract, if appropriate)

Nature of property taken Very good level land located along Highway within the city limits of Fossil

(Give details regarding nature, cultivation and improvements, together with such general statements as may be necessary to properly describe class of property taken.)

Basis of settlement (Give acreage basis, together with special items allowed for, and statement of any extra items to be done or furnished by State in addition to payment of compensation. Use back of sheet if necessary.)

Land 1.67 acres at $1,000 minus per acre	$ 1,500.00

Very desirable property, well situated in City limits. Land on either side is being sold out in City lots.

OPTION EXPIRES April 1, 1950

General remarks Grantor asked $1,000 per acre. I contacted Mr. Coffee of John Day and was informed when this site was located owner had asked $1,000 per acre. After some negotiating Grantor agreed to accept the above price of $1,500.00

(Give such general explanation as you desire to support settlement)

How is evidence of title to be handled? Wheeler County Records

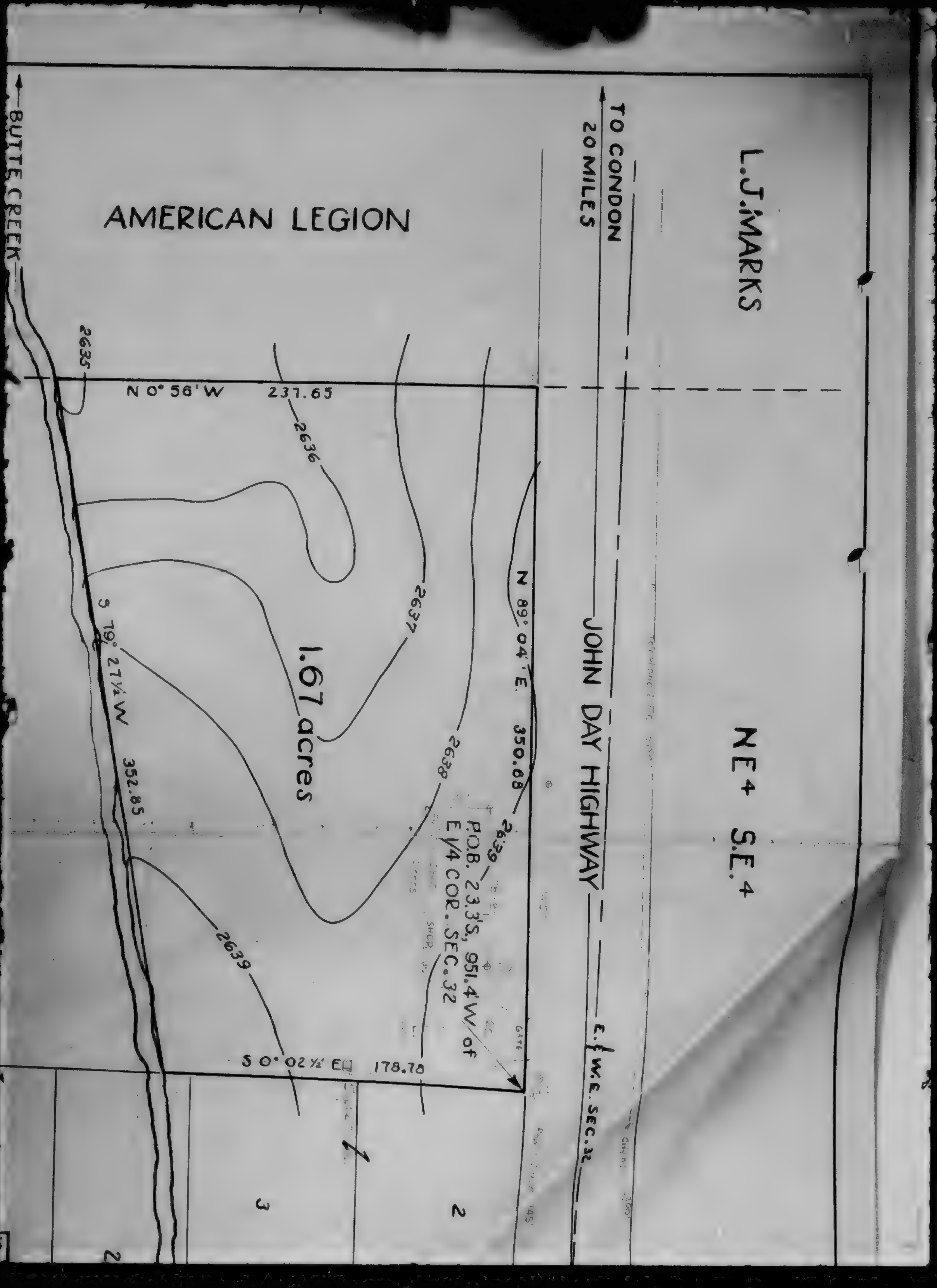
Settlement recommended:

(Sgd) Forrest Cooper Date Oct 25, 1949 Signed: R. W. Cozad Right of Way Agent

(E. A. Collier (Sgd) Date 10-25-49 Dated: October 24, 1949

Authorized by Commission: Date not approved

STATE PRINTING DEPT.


AMERICAN LEGION
BUTTE CREEK
TO CONDON
20 MILES
L.J. MARKS
N 0° 56' W 237.65
2635
2636
2637
2638
2639
1.67 acres
N 89° 04' E. 350.68
S 79° 27½' W 352.85
JOHN DAY HIGHWAY
NE¼ S.E.¼
P.O.B. 23.3'S., 951.4'W. of
E ¼ COR. SEC. 32
S 0° 02½' E 178.78
E. ¼ W. E. SEC. 32
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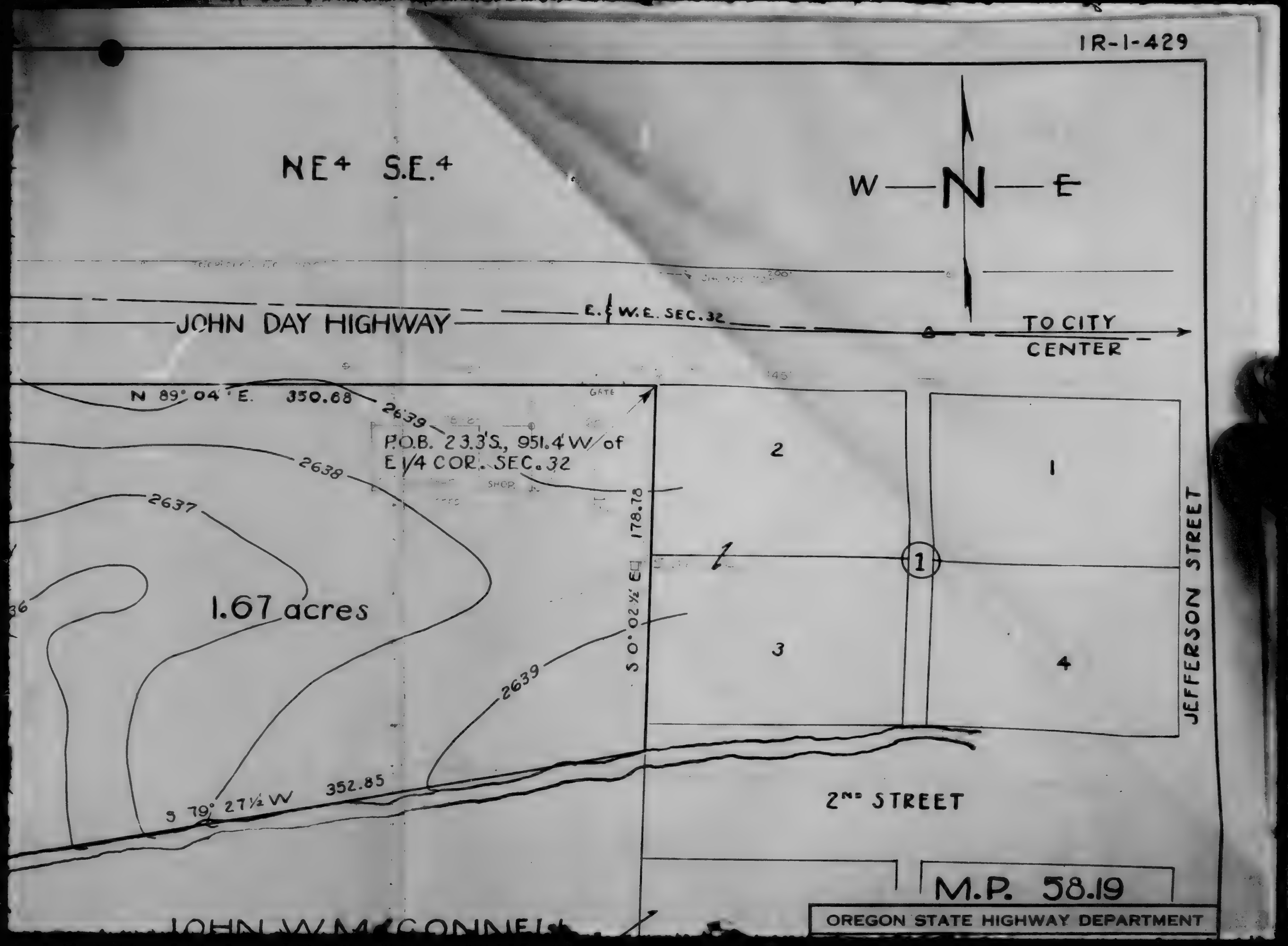
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TO CITY CENTER
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P.O.B. 23.3'S., 951.4'W/ of E 1/4 COR. SEC. 32
GATE
SHOP
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S 0° 02½' E 178.78
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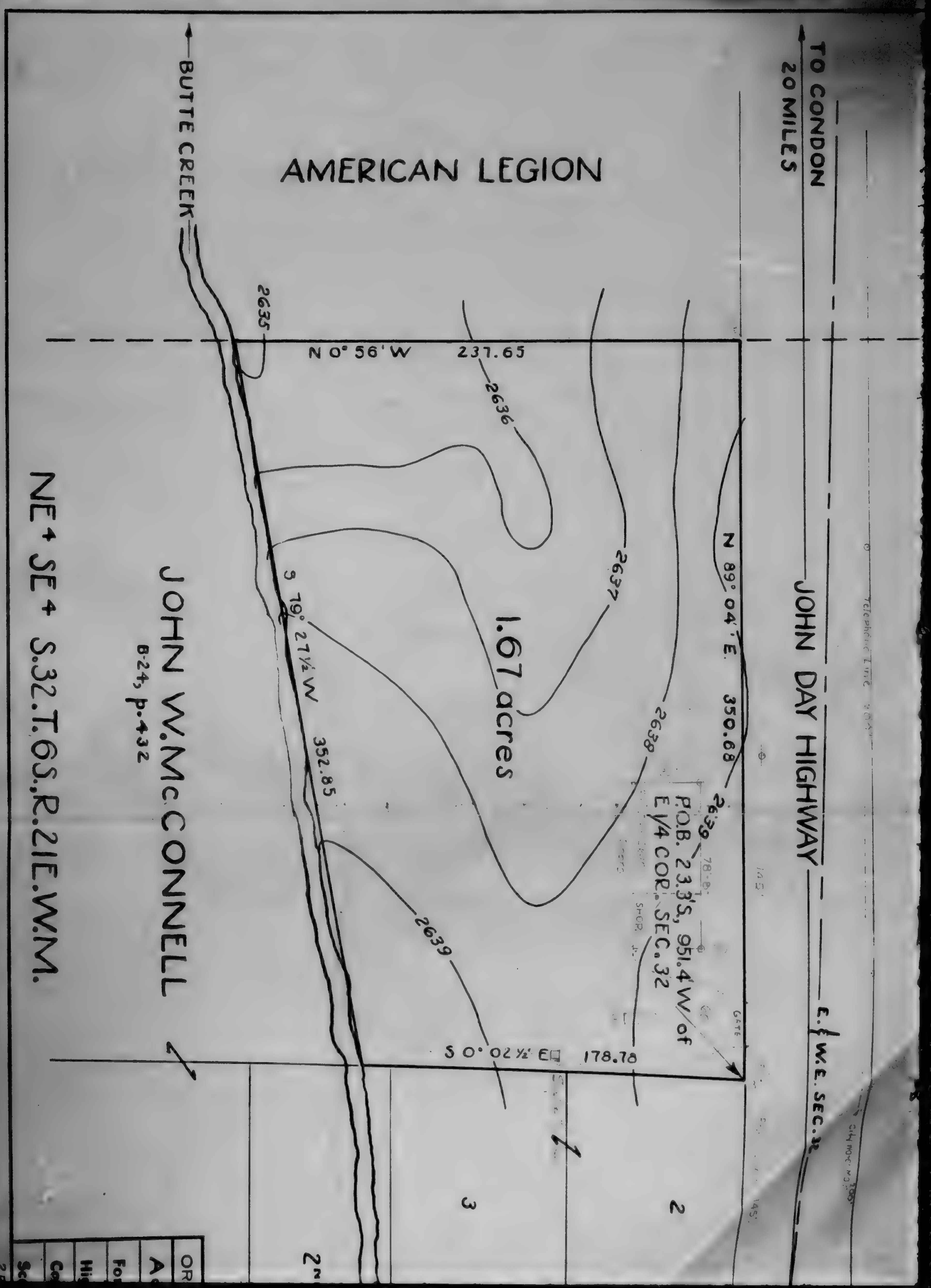
2ND STREET
JEFFERSON STREET
JOHN W. McCONNELL
M.P. 58.19
OREGON STATE HIGHWAY DEPARTMENT


AMERICAN LEGION
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JOHN W. McCONNELL
B-24, p-432
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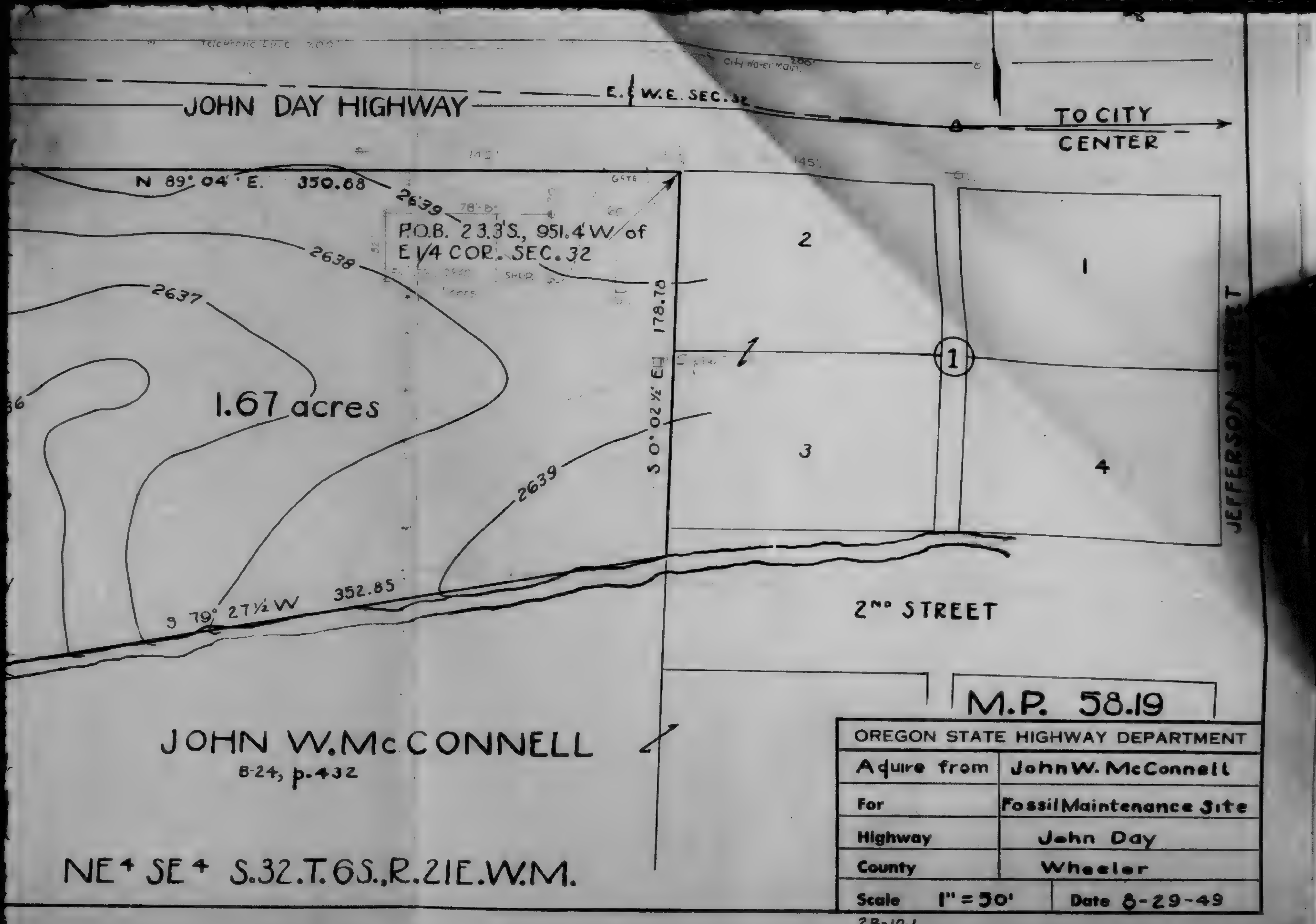
Telephone Line 200'
City Water Main 200'
JOHN DAY HIGHWAY
E. ½ W.E. SEC. 32
TO CITY CENTER
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145'
N 89° 04' E. 350.68
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P.O.B. 23.3'S., 951.4'W. of E 1/4 COR. SEC. 32
S 0° 02½' E 178.78
1.67 acres
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S 79° 27½' W 352.85
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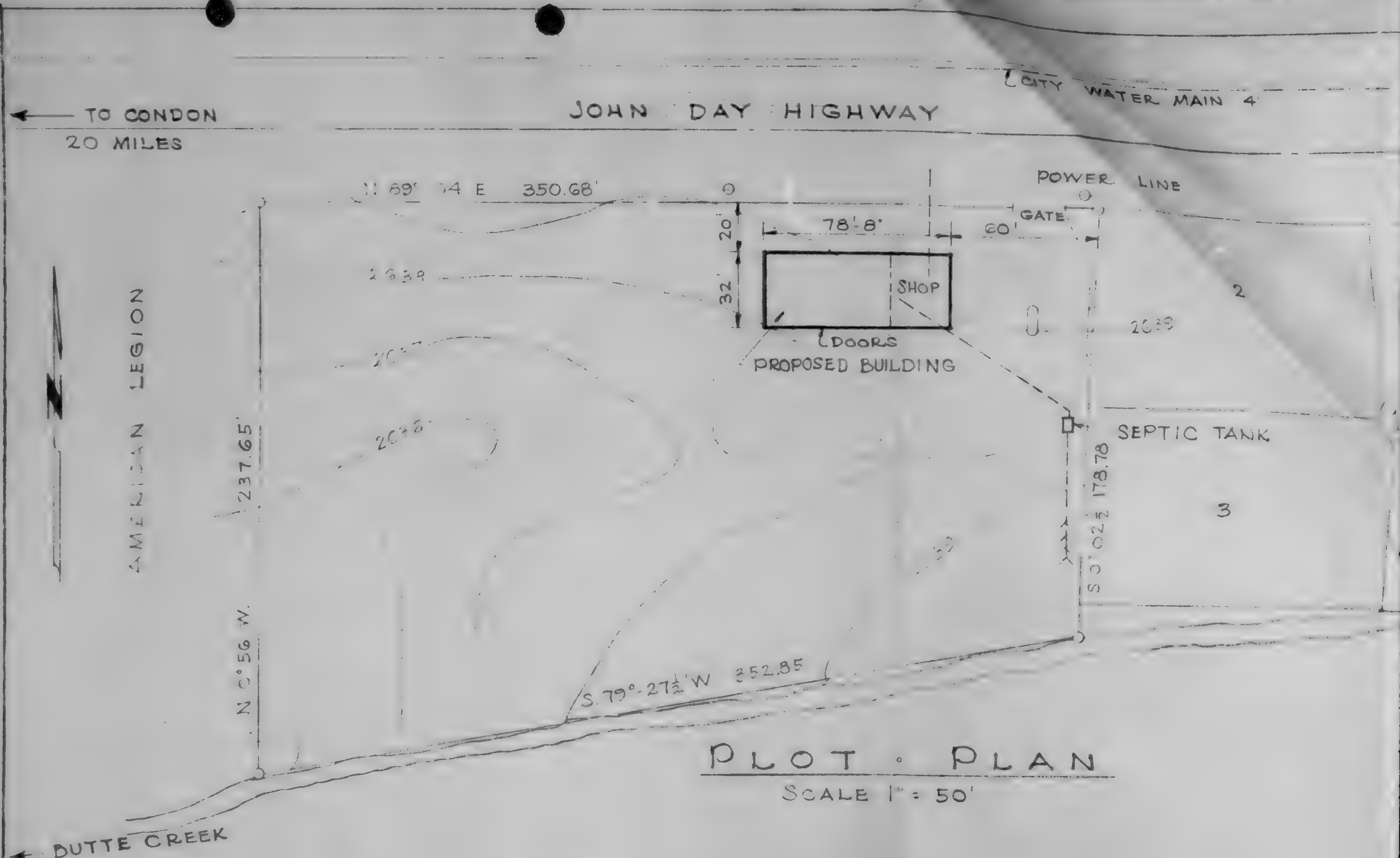
2ND STREET
JEFFERSON STREET
JOHN W. McCONNELL
B-24, p.432
NE¼ SE¼ S.32.T.6S.,R.21E.W.M.

M.P. 58.19

OREGON STATE HIGHWAY DEPARTMENT	
Aquire from	John W. McConnell
For	Fossil Maintenance Site
Highway	John Day
County	Wheeler
Scale 1" = 50'	Date 8-29-49

2B-10-1



TO CONDON
20 MILES
JOHN DAY HIGHWAY
CITY WATER MAIN 4"
POWER LINE
GATE
N 89° 04 E 350.68'
78'-8"
60'
20'
32'
SHOP
DOORS
PROPOSED BUILDING
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2639
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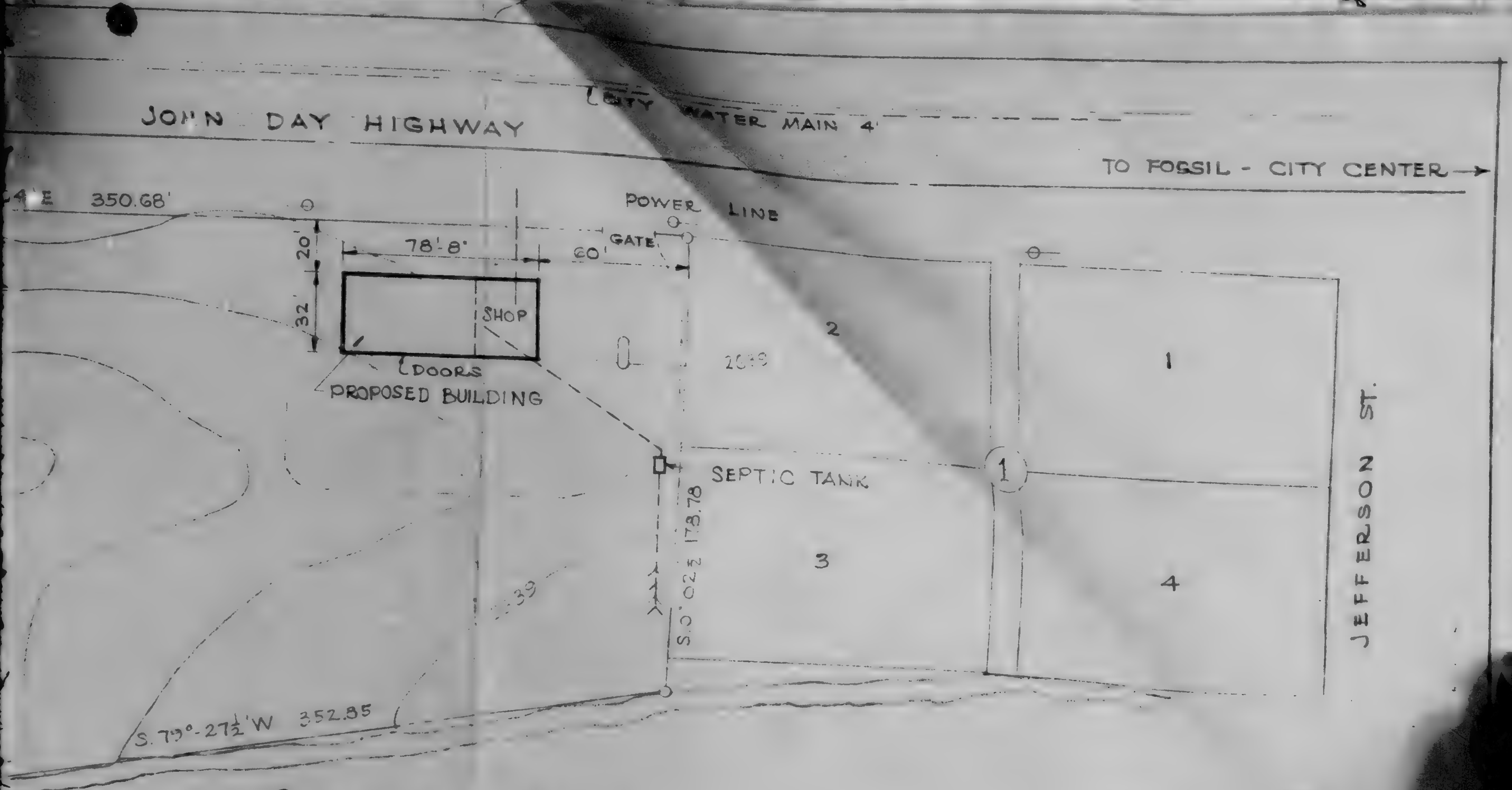
S 0° 02½ 178.78
AMERICAN LEGION
N
237.65'
N 0°56 W.
S. 79°-27½'W 352.85
BUTTE CREEK

PLOT · PLAN

SCALE 1" = 50'

GENERAL NOTES:

ELEVATIONS SHOWN ARE TOP OF EXISTING GROUND.
FINISH FLOOR IN BUILDING EL 2640.00 TO BE CHECKED
ON JOB BY THE ENGINEER.
CONTRACTOR SHALL PROVIDE POWER LINE FROM EXISTING
POWER POLE INTO BUILDING ENTRANCE CABINET.
[illegible] SHALL INSTALL 3/4" WAT[illegible] SERVICE FR[illegible]


JOHN DAY HIGHWAY
CITY WATER MAIN 4'
TO FOSSIL - CITY CENTER →
350.68'
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20'
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S.79°-27½'W 352.85
JEFFERSON ST.

PLOT · PLAN

SCALE 1" = 50'

APPROVED:
G. S. Paxson
BRIDGE ENGINEER

STATE HIGHWAY ENGINEER

EXISTING GROUND.
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VER LINE FROM EXISTING
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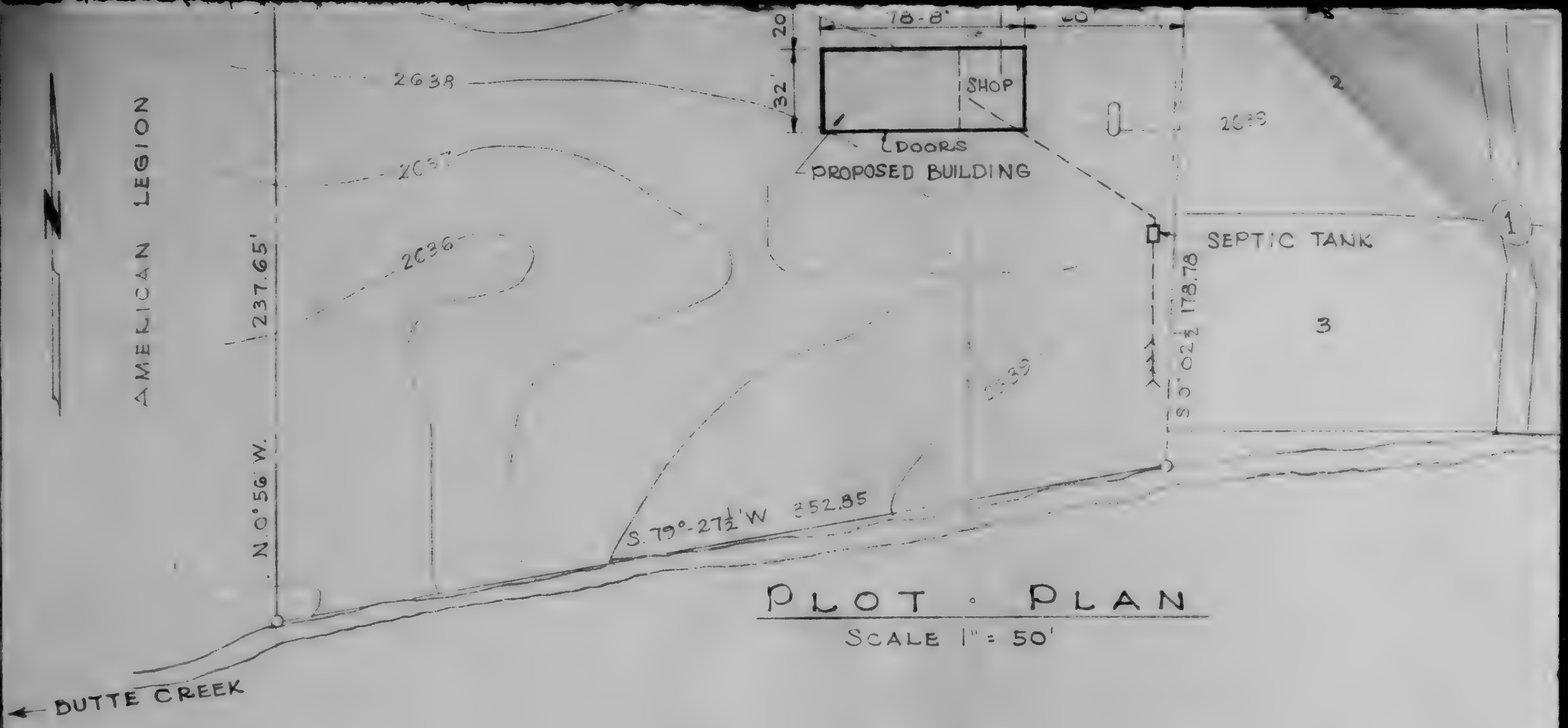
OREGON
STATE HIGHWAY DEPARTMENT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DOORS
PROPOSED BUILDING
SEPTIC TANK
S 0°02½ 178.78
S.79°-27½'W 352.85
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BUTTE CREEK

PLOT · PLAN

SCALE 1" = 50'

GENERAL NOTES:
ELEVATIONS SHOWN ARE TOP OF EXISTING GROUND.
FINISH FLOOR IN BUILDING EL. 2640.00 TO BE CHECKED ON JOB BY THE ENGINEER.
CONTRACTOR SHALL PROVIDE POWER LINE FROM EXISTING POWER POLE INTO BUILDING ENTRANCE CABINET.
CONTRACTOR SHALL INSTALL 3/4" WATER SERVICE FROM CITY MAIN INTO BUILDING.
GAS PUMPS, FENCING, GRADING AND SURFACING IS NOT INCLUDED IN THIS CONTRACT.
NOTE: BUILDING SHALL BE CONSTRUCTED AS SHOWN ABOVE WITH SHOP ON EAST END. (THIS IS REVERSE OF STANDARD DRAWING 9458)

STATE
MAINTE
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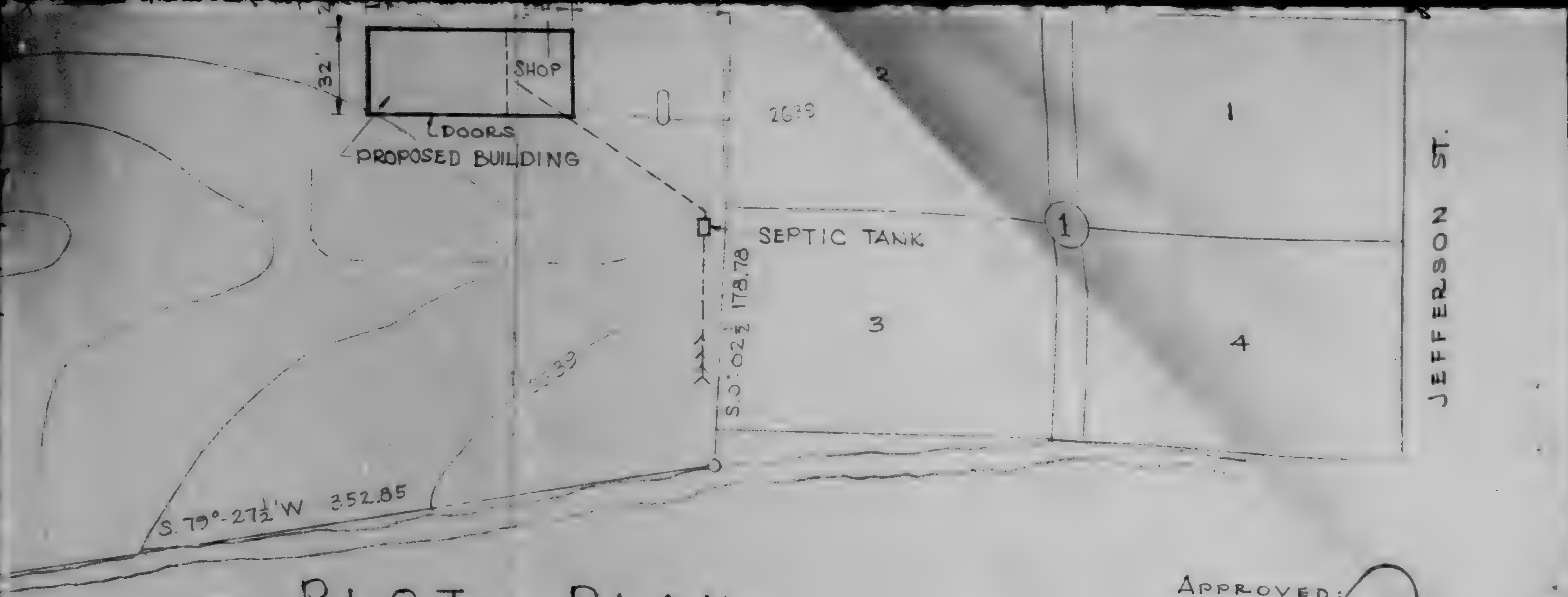
TRACED B
JOB NO.
ACCOMPANIED BY


32'
SHOP
DOORS
PROPOSED BUILDING
SEPTIC TANK
S.0°02½ 178.78
S.79°-27½'W 352.85
26³⁹
26³⁹
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4
JEFFERSON ST.

PLOT · PLAN

SCALE 1" = 50'

EXISTING GROUND.
40.⁰⁰ TO BE CHECKED

OWER LINE FROM EXISTING
ENTRANCE CABINET.
3/4" WATER SERVICE FROM

AND SURFACING IS NOT

STRUCTED AS SHOWN ABOVE
THIS IS REVERSE OF

APPROVED:
G S Paxson
BRIDGE ENGINEER

STATE HIGHWAY ENGINEER

OREGON
STATE HIGHWAY DEPARTMENT
MAINTENANCE BUILDING
AT
FOSSIL – WHEELER COUNTY

DRAWN BY CCS	MAR. 10, 1950
TRACED BY CCS	SHEET 1 OF 5
JOB NO. 7322	DRAWING S-139

ACCOMPANIED BY DRAWINGS 9458-9459-9332-9314

[illegible]1-1701 North Powder ("E" Street) and 1950
Telocaset Junction-Wingville
Junc. Sec., City Street & Old Ore.
#2312 Trail Hwy., near North Powder

RECEIVED
FOR FILING

R. H. Baldock

September 18th, 1951

FINAL COST ANALYSIS
North Powder (E St.) and Telocaset Jct.-Wingville Jct.
Grading, Oil Mat Surfacing & Rock Production

Contract #3312
Prefix 331-1701

Contractor - N. A. Toole
Resident Engineer - Kevin Laughlin

NOTED
State Highway Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Structural Exc.	56.45	Cu. Yd.	$3.00	$2.65	$ 149.59	$ 169.35
*General Excavation	1,402.2	" "	0.50	0.38	532.84	701.10
*6" Perf. Metal Drain Pipe	320	Lin. Ft.	1.75	1.68	537.60	560.00
*12" Concrete Pipe	186	" "	1.95	1.76	327.36	362.70
*3/8"-0" Backfill in Drains	23.85	Cu. Yd.	6.00	4.75	113.29	143.10
*Selected Cinder Topping	1,312.5	" "	1.25	0.95	1,246.88	1,640.63
3/4"-0" Mat'l. in Level Course & Shoulders	220	" "	2.80	2.89	635.80	616.00
*Sprinkling	18.9	M/Gal.	2.50	2.45	46.31	47.25
**Preparation of Base	.22	Mile	500.00	300.00	66.00	110.00
**Furn. & Place Aggregate	252	Cu. Yd.	4.00	3.85	970.20	1,008.00
**Furn. & Place 150-200 Asphalt	21.82	Ton	55.00	49.76	1,085.76	1,200.10
1¼"-3/4" Cr. Material in Stockpile	416.2	Cu. Yd.	2.75	2.57	1,069.63	1,144.55
3/4"-½" Cr. Material in Stockpile	2,024.9	" "	2.75	2.57	5,203.99	5,568.48
½"-¼" Cr. Material in Stockpile	1,662.6	" "	2.75	2.57	4,272.88	4,572.15
¼"-0" Cr. Material in Stockpile	860	" "	2.75	2.57	2,210.20	2,365.00
¼"-0" Screen Rejects in Stockpile	93.8	" "	0.25	0.25	23.45	23.45
Haul Adj., Favor of Contractor	1,021.9	Yd. Mi.	0.12	0.12	122.63	122.63
PA #1, Purchase Clean Sand in Stockpile	95.4	Cu. Yd.	0.75	0.75	71.55	71.55
*PA #2, Concrete Catch Basin	1	Each	75.00	64.75	64.75	75.00
						$20,501.04

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Concrete Aggregate Screened & Washed for N. Powder Bridge, Overcrossing & Box Culvert	1,040	Cu. Yd.	$2.50	$2.05	$2,132.00	$2,600.00
Class "B" Asphaltic Concrete Aggregate Crushed & Hauled to Dewey Underpass in Baker	504	" "	3.50	3.22	1,622.88	1,764.00
					$22,505.59	$24,865.04

	Gross Revenue	Total Cost	Profit	% of Profit of Gross Revenue
Work done by N. A. Toole, Contractor	$19,348.80	$17,828.21	$1,520.59	7.8%
* Work done by C. R. O'Neil	3,765.13	3,084.62	680.51	18.1%
** Work done by Babler Brothers	1,751.11	1,592.76	158.35	9.0%
	$24,865.04	$22,505.59	$2,359.45	9.5%

North Powder (E St.) and Telocaset Jct.-Wingville Jct.
Contract #3312

Detail of Cost

Labor:

Labor		$9,631.99	
Labor Insurance		616.45	
			$10,248.44

Materials:

6" Perf. Metal Drain Pipe	320' at $1.25	$ 400.00	
12" Concrete Pipe	186' " 0.88	163.68	
6" Metal Bands	16 " 1.94	31.04	
150-200 Asphalt	21.82 ton at 22.00	480.04	
Freight on Asphalt	21.82 " " 10.80	235.66	
			1,310.62

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$4,724.28	
" " (Hired, Fully-operated)	3,402.37	
Gas, Oil & Grease	1,436.65	
Bond	157.76	
P.U.C. Ins.	81.98	
Move In, Freight & Cartage	666.59	
Small Tools & Misc. Supplies	126.50	
Office & General Overhead	350.40	
		10,946.53

Total Cost........................ $22,505.59

North Powder (E St.) and Telocaset Jct.-Wingville Jct.
Contract #3312

Remarks:

This was a City and State Project. The City Project was for grading and oil mat surfacing of 0.22 mile of city streets in North Powder, and the State Project for crushing 5,500 cu. yds. of crushed gravel to be stockpiled for maintenance use. This contract was bid and awarded April 25th, 1950, work started June 17th, 1950, and the contract was completed May 24th, 1951.

C. R. O'Neil, grading contractor, who was working in this vicinity, did the grading, also the furnishing and laying of the pipe, and shared the work on a couple of other items.

Babler Brothers did the oiling and the hauling and placing of aggregate.

The contractor moved in his portable crushing plant September 7th, 1950, to the designated gravel pit located on the west side of and 0.5 mile distant from the Old Oregon Trail Highway at M.P. 318.94, started crushing September 12th, 1950, and completed crushing December 15th, 1950.

The contractor crushed 5,531 cu. yds. of gravel for the City and State projects, 504 cu. yds. for paving contractor in Baker, and screened and washed 1,040 cu. yds. of concrete aggregate for the concrete structures on the North Powder River Section, making a total of 7,075 cu. yds. crushed in 389 hours operating time, for an average of 18 cu. yds. per hour. This was low production due to rain and cold weather during the late fall and winter.

The contractors had good bid prices, good equipment and good supervision, realizing a fair profit.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

RECEIVED

FOR FILING

321-1791

3312

OREGON STATE HIGHWAY COMMISSION
(date)
July 24, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3312	7-final	N. A. Toole Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11924	B-19883	$ 619.03	July 23, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to June 30, 1951 without penalty

Completion Date: May 24, 1951

Date Accepted: June 18, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-25-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

[illegible]

3312

June 27, 1951

General Casualty Company of America
Edna M. Stewart
Board of Trade Building
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3312 for work performed on the North Powder ("E" Street) and Telocaset Junction-Wingville Junction Section of the Old Oregon Trail Highway in Baker and Union Counties was completed by the contractor, N. A. Toole Construction Company, on May 24, 1951 and was formally accepted by the Highway Commission on June 18, 1951.

Final payment in the amount of $619.03 will be released to the contractor on or after July 7, 1951. The total contract amount is $20,501.04, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor, or materials, or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ehr

cc General Casualty Company of America
General Insurance Building
Seattle 5, Washington

NOTED ON CARD
6-27-51 er

RECEIVED
FOR FILING

331-1701

3312

June 12, 1951

General Casualty Company of America
Edna M. Stewart, Agent
Board of Trade Building
Portland 4, Oregon

Dear Madam:

The State Highway Commission is prepared to make semi-final payment to N. A. Toole Construction Co. on contract No. 3312, for grading, surfacing and rock production on the North Powder ("E" St.) and Telocaset Junction-Wingville Junction Section of the North Powder City Street and Old Oregon Trail in Baker and Union Counties. This payment, in the amount of $3,395.91, will be made on or after June 22, 1951. The retained percentage is $614.91.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co. of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

NOTED ON CARD

Form E-1—10M—7-50

"FINAL REPORT"

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section North Powder "E" Street and Telocaset Junction--Wingville Junction

For Week Ending May ~~19~~ 25, 1951

Highway City Street and Old Oregon Trail

Kind of work Grad., Oil Mat Surf., & Rock Prod.

Contractor N. A. Toole

Section prefix 331-1701

Date of contract April 25, 1950

Contract number 3312

Date work started June 17, 1950

Date of completion June 30, 1950

Amount of contract $21,034.00

Estimated date of completion ~~June 30~~, 1951

Per cent of time elapsed 100%

Estimated cost of completed project, exclusive of engineering $20,496.92

Per cent of contract completed, based on total contract price 100%

Engineering cost to date $1208.74, 5.98%

Date project was completed May 24, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed oiling of North Powder "E" Street Sat. 19th.

NOTED
B. A. MARTIN

Signed Ken Laughlin

Address Baker, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.22	0.22		0.22	
Miles partially completed					
Miles completed	0.22	0.22		0.22	
Total estimated quantities	1,200	1,430	5,500	190	
Estimated quantities moved or placed to date	1,402.2 ~~1,200~~	1,532.5 ~~1,430~~	5,147.4 ~~5,500~~	252	
Average daily quantities				252	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				8	
Average force on project for week				15	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 1, Rollers 1, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers .... Distributor 1, ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sat Sunday	Fair		
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
MAY 28 1951
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
JAN 8 - 1951
FOR FILING

331-1781

3312

January 2, 1951

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting on December 19, 1950, had under discussion your request for an extension of time of 273 days, from September 30, 1950 to June 30, 1951, within which to complete your contract No. 3312 for work on the North Powder ("E" St.) and Telocaset Junction-Wingville Junction Section of North Powder City Street and Old Oregon Trail, Baker and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

Kevin Laughlin,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
DEC 1 8 1950
FOR FILING

[illegible]
3312

December 13, 1950

Request for Extension of Time
No. 8
December 19-20 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the R. A. Teele Construction Company for an extension of time from September 30, 1950 to June 30, 1951, on Contract No. 3312, North Powder and Telocaset Junction-Wingville Junction Section of the Old Oregon Trail Highway.

This contract was awarded on April 21, 1950, but, due to exceptionally high water covering the gravel bar and hauling road specified for this project, the contractor was unable to start work until the middle of June. Because of this delay, he was unable to produce his crushed aggregate in time to perform the necessary oiling work before unfavorable fall weather set in.

For the above reasons, I would recommend that the extension be granted without penalty.

Very truly yours,

W. W. Stiffler
Acting State Highway Engineer

Encl.

cc: W. C. Williams
H. G. Smith

EAP:es
WWS:er

RECEIVED

FOR FILING

331-701

3312

October 10, 1950

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

The State Highway Commission, at its meeting on September 28, 1950, had under discussion your request for an extension of time of 60 days, from July 31 to September 30, 1950, within which to complete your contract No. 3312 covering the North Powder ("E" St.) and Telocaset Junction-Wingville Junction Section of North Powder City Streets and the Old Oregon Trail in Baker and Union Counties.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: E. F. Chidsey,
Division Engineer

Kevin Laughlin,
Resident Engineer

N. G. Smith

RECEIVED
SEP 20 1950
FOR FILING

331-1701

3312

September 19, 1950

Request for extension of time
No. 3
September 28 and 29 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from H. A. Teale Construction Co. for an extension of time on Contract No. 3312, North Powder and Telocaset Junction-Wingville Junction Section of the Old Oregon Trail Highway, from July 31, 1950 to September 30, 1950.

This contract was awarded on April 21, 1950, but, due to exceptionally high water covering the gravel bar and hauling road specified for this project, the contractor was unable to start work until the middle of June. For this reason I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

:hi
encl.
cc Mr. Williams
Mr. Smith

RECEIVED
JUN 1 1950
FOR FILING

331-1701

3312

May 31, 1950

N. A. Toole Construction Co.
P. O. Box 637
Ontario, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3312 which was awarded to you on April 25, 1950 by the State Highway Commission, for grading, surfacing and rock production on the North Powder ("E" Street) and Telocaset Juct.-Wingville Jct. Section of City Street and Old Oregon Trail in Baker and Union Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 6/31, g. C

RECEIVED
APR 27 1950
FOR FILING

331-1101

3312

April 27, 1950

N. A. Toole Construction Company
P. O. Box 637,
Ontario, Oregon

Gentlemen:

The State Highway Commission on April 25, 1950 awarded you the contract for grading, surfacing and oiling on the North Powder ("E" Street) and Telocaset Junction-Wingville Junction Section, City Street and Old Oregon Trail Highway, in Baker and Union Counties. This award was based on your low bid of $21,034.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

250,000 City allotment ('49)

North Powder 7/19/49

On 7/13/49 contacted Mr. Chidsey re project in North Powder.

Mr. Chidsey advised survey party was now working in North Powder on realigning highway through the town and he did not wish to improve "E" street until he saw the effect of the proposed improvement on highway with relation to "E" street.

H. C. Ayers.

FORM E-30X 15M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 28, 1949

SUBJECT:

To: Mr. E. A. Collier
Office

Attached is a copy of an option for Cooperative Construction Project for the City of North Powder.

The original of this option has been retained in Mr. Glaisyer's office for the Commission's files, and an approved copy has been sent to the City of North Powder.

L. H. Warfield
Staff Engineer

LHW/gd
cc: John Caterall
S. H. Probert

RECEIVED
APR 29 1949
ENGINEER
COUNTY & CITY RELATIONS

Form 22-50

$250,000 Allocation
1949

OPTION FOR COOPERATIVE CONSTRUCTION PROJECT
(City of North Powder)

In consideration of the preliminary plans, surveys and studies by the State of Oregon, by and through its State Highway Commission (hereinafter referred to as "State"), relating to the improvement, construction, reconstruction, maintenance or repair of the following described street or streets,

"E" Street from 2nd Street to 5th Street, a distance of approximately 0.3 miles

all being within the corporate limits of the City of **North Powder**, and in further consideration of the benefits and advantages which the governing body of the City of **North Powder** feels will enure to the City (hereinafter referred to as "City"), should a project be undertaken for the construction and improvement of said streets, and as an inducement for the State to allocate to City, funds from the $250,000 appropriation under the provisions of Chapter 425, Oregon Laws 1947, City does hereby offer to State, and if the State should accept the within offer, agrees to cooperate in a project for the improvement, construction or repair of said streets on the following terms and conditions:

1. PROJECT: The proposed project is set forth on the city map attached hereto and by this reference made a part hereof, and shall consist of the following:

Place base rock and levelling course

Place oil mat wearing surface

2. RIGHT OF WAY AND EASEMENTS: City will provide, without cost to State, all necessary or proper rights of way and easements for the project.

3. UTILITIES, RELOCATION: City shall, at its sole cost, relocate or reconstruct, or cause to be relocated or reconstructed, all water, sewer, gas, electric or other utility conduits or poles now within the highways or streets, in conformity with the proposed plans and ultimate requirements of the project.

4. CONSTRUCTION: State shall, when in its judgment the public interest would be best served thereby, by contract, or other means, in its discretion, construct or reconstruct the said streets. Upon the completion of the project, the City shall assume the maintenance of the streets. It is recognized by City that the State's participation in the project is as a means of aiding the City, and shall, in no manner, be construed as an assumption of jurisdiction over said streets, or an assumption of maintenance thereof.

5. COMMENCEMENT AND DESIGN: The date upon which the construction of the project shall commence, the design of the streets, and all other construction details shall be committed exclusively to the jurisdiction, discretion and judgment of the State.

6. COSTS: The cost of the construction as listed under Article 1, PROJECT, shall be borne by the State, and is presently estimated to cost $ 6,600 .

7. City agrees that the amount expended by State as the cost of the within project, shall be deemed an allocation and distribution to the City within the meaning of Section 3 of Chapter 425, Oregon Laws 1947.

8. City agrees that it will upon the completion of this agreement, when changes are made in existing street grades, proceed to establish the street grades, as revised, in accordance with the city charter and city ordinances.

State shall have the irrevocable right to exercise or accept the within offer for a period of sixty (60) days from the date hereof. State may accept the offer herein by the passage of a resolution accepting said offer, and by notice of such resolution given over the signature of its secretary and addressed to the City and its governing body.

Regardless of any act or acts of its officers, agents or employees, State shall be under no obligation to City until such time as it has formally accepted the within offer.

Dated this 7th day of March, 1949.

APPROVED:

J.M. Devers
Chief Counsel, Oregon State
Highway Commission

APPROVED:

Assistant State Highway Engineer

CITY OF North Powder
by its governing officers

By
Mayor

By J Cook
Recorder

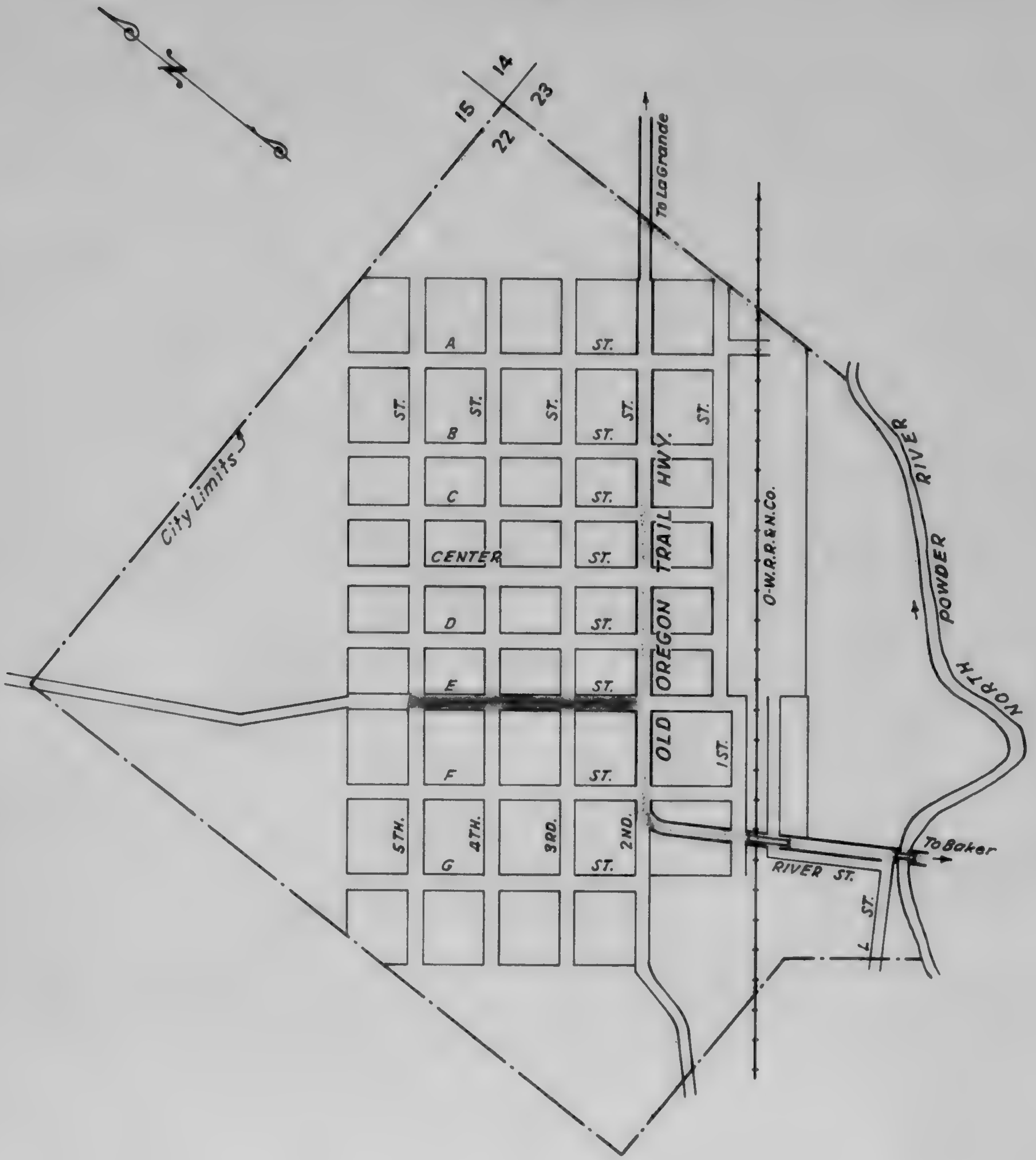
Accepted by Oregon State Highway Commission April 11, 1949.
(date)

Notice given to City April 28, 1949.
(date)

Page 3
Form cc-50

NORTH POWDER

Scale 1"=800'


N
15
14
22
23
To La Grande
City Limits
A
ST.
B
ST.
ST.
ST.
ST.
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ST.
C
ST.
CENTER
ST.
D
ST.
E
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F
ST.
5TH.
4TH.
3RD.
2ND.
G
ST.
OLD OREGON TRAIL HWY.
1ST.
O-W.R.R.&N.Co.
NORTH POWDER RIVER
To Baker
RIVER ST.
L ST.

February 9, 1949

Mr. D. F. Cook, City Recorder

North Powder, Oregon

Dear Sir:

On January 24, the Highway Commission approved a project for construction under the $250,000 special city fund in the City of North Powder. This project involves the surfacing and oiling of "E" Street from 2nd Street to 5th Street.

We have prepared an 'Option for Cooperative Construction Project' stating further the terms under which this work will be done. If this option meets the City's approval, will you see that the proper city officials sign and return all five copies to Forrest Cooper, Engineer, County and City Relations, c/o State Highway Department, P.O. Box 30, Salem, Oregon.

They will then be presented to the Highway Commission for acceptance. After the Commission's approval, a duly signed copy will be returned to the City.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

Forrest Cooper
Engineer, County and City Relations

JFH:MM
Encl.

RESOLUTION

10-4-48

RECEIVED
DEC 20 1948
COUNTY ENGINEER

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of NORTH POWDER, OREGON is an incorporated city of the State of Oregon, and has a population of 374, as given by the latest official census, and

WHEREAS, the following streets of said city, "E" St

between 2nd & 6th

______________________________,

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit:

"E" St between 2nd & 6th

______________________________,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of NORTH POWDER, OREGON does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 4th day of Oct, 1948

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- - - - - - - - - -

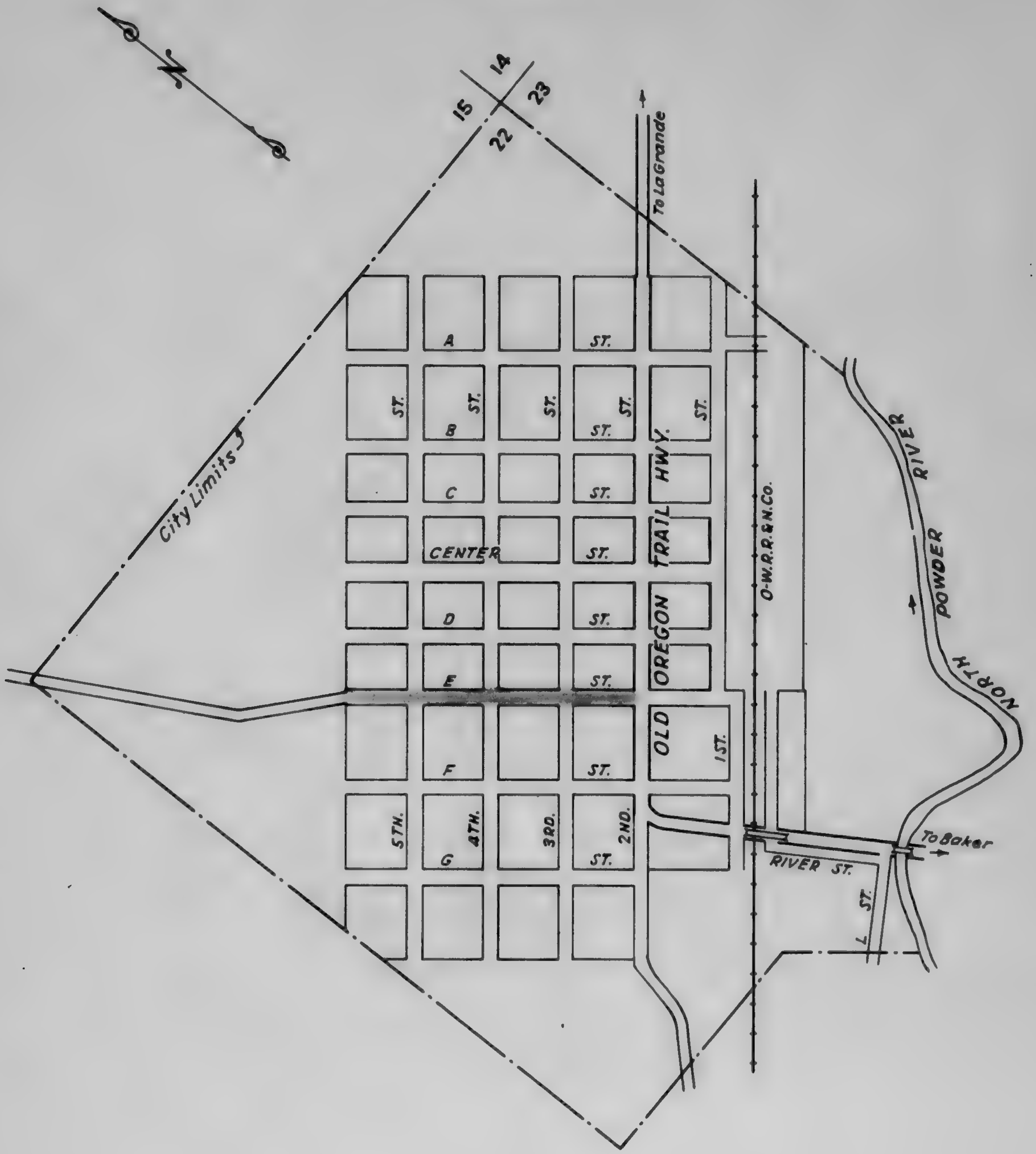
I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of NORTH POWDER, OREGON at a regular or special meeting of said council, held on the 4th day of Oct, 1948 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 15th day of Dec, 1948

City Recorder

NORTH POWDER

Scale 1"=800'


N
15
14
22
23
To La Grande
City Limits
A ST.
B ST.
C ST.
CENTER ST.
D ST.
E ST.
F ST.
G ST.
5TH ST.
4TH ST.
3RD ST.
2ND ST.
1ST.
OLD OREGON TRAIL HWY.
O-W.R.R.&N.Co.
NORTH POWDER RIVER
RIVER ST.
L ST.
To Baker

FI-78(14) North Dillard Bridge Sec., 1950
Near Roseburg, Pacific Hwy.
#3313

RECEIVED
FOR FILING
71-78

OREGON STATE HIGHWAY COMMISSION
(date)
October 23, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3313	11 Final	Tom Lillebo

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18172	R-26555	$31,448.62	October 22, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

- -

Specified Completion Date: March 31, 1951

Time Extensions: Extended to Aug. 11, 1951 without penalty

Completion Date: Aug. 11, 1951

Date Accepted: Sep. 12, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-24-51

To the Accounting Division:

NOTED ON CARD

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

By Floyd Query
Floyd Query
Acting Secretary

Warrant Mailed: OCT 24 1951
A. H. Wicklander

RECEIVED

FOR FILING

[illegible]

[illegible]

October 8, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3313 for work on the North Dillard Bridge Section of the Pacific Highway in Douglas County was completed by the contractor, Tom Lillebo, on August 11, 1951 and was formally accepted by the Highway Commission on September 12, 1951.

Final payment in the amount of $31,448.62 will be released to the contractor on or after October 18, 1951. The total contract amount is $220,155.54, of which amount $73.42 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
1951
FOR FILING

FI - 73 (14)

3313

September 27, 1951

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on September 12, 1951, had under discussion your request for an extension of time of 11 days, from July 31 to August 11, 1951, within which to complete your contract No. 3313 for structure, grading and paving on the North Dillard Bridge Section on the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

E. A. McLaughlin,
Resident Engineer

G. S. Paxson,
Bridge Engineer

9-27-51 gl

RECEIVED

September 5, 1951

Request for extension of time
No. 4
September 12 meeting

State Highway Commission

Gentlemen:

Re: North Dillard Bridge Section
Contract No. 3313
Tom Lillebo, Contractor

Tom Lillebo, the contractor for the North Dillard Bridge Section of the Pacific Highway in Douglas County, has requested a second extension of time from July 31, 1951 to and including August 11, 1951, to cover the completion of the work on this section.

The structure was completed last fall and opened to traffic. The only work yet to do was to remove the piers of the old bridge, and this work was delayed until the river reached its lowest stage. No inconvenience has been caused to traffic, nor has any additional cost accrued to the State by reason of this delay. In view of this, we are recommending that the extension be granted without penalty to the contractor. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:lb
cc H. B. Glaisyer
G. S. Paxson
R. H. Baldock
W. C. Williams

RECEIVED
FOR FILING

41-73[illegible]

/

April 17, 1951

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on April 13, 1951, had under discussion your request for an extension of time of 122 days, from March 31 to July 31, 1951, within which to complete your contract No. 3313 for structure, grading and paving on the North Dillard Bridge Section of the Pacific Highway in Douglas County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

W. A. McLaughlin,
Resident Engineer

G. S. Paxson,
Bridge Engineer

[illegible] ON CARD

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APR [illegible] 1951
FOR FILING

41-78 (14)

3313

March 27, 1951

Request for extension of time
No. 4
April 12 and 13 meeting.

State Highway Commission

Gentlemen:

Re: North Dillard Bridge
Contract No. 3313
Tom Lillebo, Contractor

Herewith application for an extension of time, from March 31, 1951 to July 31, 1951, to complete the work on the North Dillard Bridge on US99 south of Roseburg.

The contractor cooperated with us in getting this bridge under traffic at an early date when the flood of last fall had damaged the old structure. All work on the structure, other than the painting of the steel, the removal of the old structure, and a small amount of work on the pavement of the approaches, was completed within the time allowed.

It is recommended that the extension be granted without penalty to the contractor. Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:ds

RECEIVED
JAN 5 - 1951
FOR FILING

71-78 (14)

January 4, 1951

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: North Dillard Bridge
F.A. No. FI-78 (14)

Reference is made to your letter of December 19, concerning Order for Extra Work No. 1 on the above project.

Your attention is called to the section headed "Standard Specifications," on Page 2 of the Special Provisions for this project. In the last paragraph the road work is specifically placed under the standard highway specifications, and the reference should be to Section 6-20 of that specification, on Page 17. Section 6-20 reads, in part, as follows:

> "All damage and injury to property that may be caused by or that may result from the carrying out of the work to be done under the contract, or from any act, omission or neglect of the contractor, his subcontractors, or his employees, shall promptly be made good by the contractor * * ."

In this particular case the contractor was carrying on the work under our direction and certainly cannot be charged with any neglect or omission. The damage to the adjoining property cannot properly be charged to the carrying on of the work. The damage occurred entirely off of the project and through no fault or act of the contractor. In our opinion this is a just charge against the project and should be borne by the State.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson

27, 1950

ASSIGNMENT

No. 2391
By

Description: T. M. Davis' letter of December 19 re Extra Work Order No. 1 on Oregon Project FI-78 (4), North Dillard Bridge

Acknowledged by _____ Referred to _Paxson ✓_________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xx Return with rough draft of reply
Please prepare for ___________________ signature

Assignment executed 1-4-51 me Report received _________

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

OREGON DISTRICT
[redacted]

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

December 19, 1950

PLEASE RETURN TO
W. C. WILLIAMS
File Room

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Paxson's letter of November 30th submitting copies of Extra Work Order No. 1 on Oregon Project FI-78(14) North Dillard Bridge.

From the limited information on the face of Extra Work Order No. 1 for the above project it appears the work involved was the responsibility of the contractor rather than of the State. Damage to the road seems to be clearly his responsiblity under Section 1.7.12 of the Standard Specifications, and damage to the orchard, if any, might be a misfortune giving the owner no legal right, but if the owner has such a right against either the State or the contractor, Section 1.7.9 seems to make the contractor ultimately responsible.

A further explanation is requested in justification of the work order if it is found to have been properly issued.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

TMD:re

RECEIVED
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 19, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon FI-78(14)
North Dillard Bridge

Dear Sir:

We are forwarding herewith for your files an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

RECEIVED
JUN 20 1950
OREGON
STATE HIGHWAY COMMISSION

Encl.

Jen

(Revised 1946)

50

State Oregon

Project No. FI-78(14)

Federal Aid

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 6th day of June, 1950,

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of March, 1950, a program, which was approved on the 10th day of April, 1950, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of April, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty-two thousand and 00/100 dollars ($152,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

GPO 16—11379-8

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1124+53.51 in the NW 1/4, Section 28, T. 28 S., R. 6 W., W.M., and survey station 1159+80.99 in the SE 1/4, Section 21, T. 28 S., R. 6 W., W.M., without exception, length 0.668 miles, in Douglas County, being Oregon Federal Aid project No. FI-78(14), consisting of 0.573 miles of roadway and one bridge of more than 20 feet clear span, 0.095 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of

one hundred fifty-two thousand and 00/100

dollars ($**152,000.00**), which does not exceed the authorized Federal pro rata share of

two hundred fifty-two thousand two hundred sixty-two and 45/100

dollars ($**252,262.45**), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to

the State Treasurer
(Official or depository)

hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of **Oregon**
(Name)

of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing

Chapter 529, Laws 1939.
funds and probable amount annually available)

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By

Acting *Division Engineer,*
Public Roads Administration.

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JUN 1 1950
FOR FILING

71-78 (14)

3313

May 31, 1950

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

We enclose herewith two fully executed copies of contracts which were awarded to you by the State Highway Commission, as follows:

Contract No. 3313, covering structure, grading and paving on the North Dillard Bridge Section on the Pacific Highway in Douglas County, awarded April 25, 1950.

Contract No. 3322, covering Ferry Street (Eugene) Section, East Eugene Traffic Interchange in Lane County, awarded May 11, 1950.

These copies are for your records and files.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

[illegible] 5/31, gl

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FOR FILING

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[illegible]12

May 18, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The following quoted paragraph is taken from a recent memorandum from our Washington Office concerning the end bent pile caps for the North Dillard Bridge over the Umpqua River, Oregon, Project No. FI-78(14).

"It is suggested that consideration be given to using a common concrete beam to cap the piles of the end bents instead of the individual concrete pile caps as shown on Drawing No. 9537. The common cap is suggested in order to provide a more rigid support for the superstructure."

This suggestion is believed to possess considerable merit and is forwarded for your consideration. The additional cost of providing the recommended continuous cap beam would be slight, and the contractor will in all likelihood agree to performing the additional work at contract unit prices.

Very truly yours,

T. M. DAVIS
District Engineer

IVED
1950
FOR FILING

Salem, Oregon
February 10, 1950

Mr. G. S. Paxson

The Highway Commission has approved construction of a bridge across the Umpqua River at North Dillard at an estimated cost of $280,000 and a new bridge across Wilson River on the Wilson River Highway, at Mile Point 11.53, at an estimated cost of $90,000.

Bids may be called on these projects as soon as you are ready with the designs.

W. C. Williams

WCW:me

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10 1950
FOR FILING

Salem, Oregon
February 9, 1950

Mr. I. A. De France

The Commission approved Item 4-d on the agenda for the meeting held February 6 and 7, and allocated funds to reconstruct the second crossing of Wilson River at M. P. 11.53 on the Wilson River Highway, and the bridge crossing the Umpqua River at North Dillard on the Pacific Highway.

W. W. Stiffler

WWS:er

4-d

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

Mr. [illegible]

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

February 1, 1950

Oregon State Highway Commission

Gentlemen:

We have two bridges in the state which are in extremely poor condition and should be replaced at the earliest possible date, as they are in danger of total failure.

One of the bridges is over the Umpqua River at North Dillard on the Pacific Highway. This is an untreated timber structure, 506 feet in length, consisting of three 144-foot timber trusses and 74 feet of short approach spans. It was rebuilt in 1942 as an emergency replacement during the war. During the last summer the bottom chord of one of the trusses pulled apart, necessitating falsework. The remaining chords of these trusses show considerable decay. In order to provide safety, falsework has been placed under all the trusses. Should this falsework go out during high water, it would be necessary to close the bridge to all heavy traffic. The estimated cost of building a permanent-type structure at this location is $280,000.

On the Wilson River Highway, at the second crossing of the Wilson River 11.53 miles east of Tillamook, there is an untreated timber truss, 120 feet in length, which is in an unsafe condition for heavy traffic. We have made temporary repairs which we believe will keep the bridge in safe operation for another year, but the bridge should not be retained in service longer than that. This means that we should let the contract this summer for the new structure, the estimated cost of which is $90,000.

On the second postwar construction program we have placed under contract projects of which the project authorization is $5,653,000. The allotment for these projects was $6,609,000, so that the underrun on contracts placed to date is almost $1,000,000. Some of this underrun should be reprogrammed in order to use all of the available federal-aid funds.

I recommend that we program immediately the North Dillard Bridge on the Pacific Highway and the Wilson River Bridge on the Wilson River Highway, the cost of the two being $370,000.

W. H. [illegible]

Feb Agenda

If you so desire, we can also program the Dooley Mountain surfacing work at the same time, if you approve programming the bridges.

Owing to the condition of the bridges, their reconstruction is very necessary, and I urge your early approval of the replacements. An adjustment, if necessary, can be made in the division allocation of the construction funds for the next federal-aid program to keep the approved percentage allocation in balance.

This matter will be on the next agenda for your consideration.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. H. G. Smith
Mr. M. H. Hawke

RECEIVED
FOR FILING

May 12, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the North Dillard Bridge Section, Project No. FI-78 [illegible] (14)

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWN:nd

Oregon State Highway Department   Federal Aid Project No. FI-78 (14)

NORTH DILLARD BRIDGE SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 11, 1950

Type Code 6201
Roadway (Sta. 1124+53.51 to 1159+80.99)

All Required		Clearing and Grubbing		$ 2,500.00
600	cu. yds.	Trench Excavation, Unclassified	$ 2.50	1,500.00
69,600	cu. yds.	General Excavation, Unclassified	0.22	15,312.00
344,000	yd. sta.	Short Overhaul	0.015	5,160.00
800	C-yd. sta.	Long Overhaul	0.40	320.00
470	cu. yds.	Hauling and Placing Topsoil	1.25	587.50
0.57	mile	Finishing Roadbed and Slopes	400.00	228.00
90	lin. ft.	12" Concrete Pipe	2.00	180.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Sight Posts	11.00	220.00
6,900	cu. yds.	Selected Roadbed Topping	0.60	4,140.00
3,450	yd. mi.	Hauling Roadbed Topping	0.30	1,035.00
1,500	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	2.20	3,300.00
870	M-gal.	Sprinkling	2.00	1,740.00
80	cu. yds.	3/4" - 0" Gravel in Binder Course	2.50	200.00
12	tons	RC-3 Asphalt in Binder Course	45.00	540.00
2,500	tons	Class "B" Asphaltic Concrete	8.50	21,250.00
10	tons	Emulsified Asphalt in Seal Coat	45.00	450.00
40	cu. yds.	Aggregate in Seal Coat	2.50	100.00
		Subtotal		$ 58,822.50
		10% Engr. & Cont.		5,882.25
		Total		$ 64,704.75

Type Code X031
Bridge (Sta. 1142+10 to 1147+14)

All Required		Shoring, Cribbing, Etc.		$ 9,000.00
600	cu. yds.	Structural Excavation	$ 8.00	4,800.00
20	cu. yds.	Structural Excavation Below Elevation Shown	15.00	300.00
320	lin. ft.	Furnish 12" x 53# Steel Piling	6.00	1,920.00
8	only	Drive Steel Piles	70.00	560.00
1,000	cu. yds.	Class "A" Concrete	49.00	49,000.00
150,000	lbs.	Metal Reinforcement	0.09	13,500.00

98,000 lbs.	Structural Carbon Steel	$ 0.162	$ 15,876.00
378,000 lbs.	Structural Low Alloy Steel	0.162	61,236.00
1,030 lin. ft.	Handrail	10.50	10,815.00
All Required	Removal of Old Bridge		3,500.00
		Subtotal	$170,507.00
		10% Engr. & Cont.	17,050.70
		Total	$187,557.70

Length of Roadway	0.573 mile
Length of Bridge	0.095 mile
Total Length	0.668 mile
Cost per mile, Roadway	$112,922.77

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 64,704.75	$ 38,988.00	$ 25,716.75
Bridge	187,557.70	113,012.00	74,545.70
	$252,262.45	$152,000.00	$100,262.45

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920;
Chap. 529, laws 1939
State Funds for Maintenance: Chap. 529, laws 1939

April 4, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specification for the North Dillard Bridge Section, Project No. FI-78 (14).

Six bid proposals and two sets of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWN:nd

Oregon State Highway Department

Federal Aid Project
No. FI-78 ~~(4)~~ (14-)

NORTH DILLARD BRIDGE SECTION OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 11, 1950

Type Code 6201
Roadway (Sta. 1124+53.51 to 1159+80.99)

All Required		Clearing and Grubbing	$	$ 1,000.00
600	cu. yds.	Trench Excavation, Unclassified	3.00	1,800.00
69,600	cu. yds.	General Excavation, Unclassified	0.30	20,880.00
344,000	yd. stas.	Short Overhaul	0.015	5,160.00
800	C-yd. stas.	Long Overhaul	0.50	400.00
470	cu. yds.	Hauling and Placing Topsoil	2.00	940.00
0.57	mile	Finishing Roadbed and Slopes	500.00	285.00
90	lin. ft.	12" Concrete Pipe	2.00	180.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Sight Posts	7.50	150.00
6,900	cu. yds.	Selected Roadbed Topping	0.45	3,105.00
3,450	yd. mi.	Hauling Roadbed Topping	0.12	414.00
1,500	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	3.00	4,500.00
870	M-gal.	Sprinkling	2.50	2,175.00
80	cu. yds.	3/4" - 0" Gravel in Binder Course	4.00	320.00
12	tons	RC-3 Asphalt in Binder Course	60.00	720.00
2,500	tons	Class "B" Asphaltic Concrete	7.50	18,750.00
10	tons	Emulsified Asphalt in Seal Coat	60.00	600.00
40	cu. yds.	Aggregate in Seal Coat	5.00	200.00
			Subtotal	$ 61,639.00
			10% Engr. & Cont.	6,163.90
			Total	$ 67,802.90

Type Code x031
Bridge (Sta. 1142+10 to 1147+14)

All Required		Shoring, Cribbing, Etc.	$	$ 10,000.00
600	cu. yds.	Structural Excavation	10.00	6,000.00
20	cu. yds.	Structural Excavation below Elevation Shown	10.00	200.00
320	lin. ft.	Furnish 12" x 53# Steel Piling	10.00	3,200.00
8	only	Drive Steel Piles	100.00	800.00

1,000	cu. yds.	Class "A" Concrete	$ 55.00	$ 55,000.00
150,000	lbs.	Metal Reinforcement	0.095	14,250.00
9,800	lbs.	Structural Carbon Steel	0.165	16,170.00
378,000	lbs.	Structural Low Alloy Steel	0.175	66,150.00
1,030	lin. ft.	Handrail	12.00	12,360.00
All Required		Removal of Old Bridge		10,000.00
		Subtotal		$194,130.00
		10% Engr. & Cont.		19,413.00
		Total		$213,543.00

Length of Roadway	0.573 mile
Length of Bridge	0.095 mile
Total Length	0.668 mile
Cost per mile Roadway	$118,329.66

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 67,802.90	$ 40,487.00	$ 27,315.90
Bridge	213,543.00	127,513.00	86,030.00
	$281,345.90	$168,000.00	$113,345.90

Oregon State Highway Department

Federal Aid Project No. FI-78 (14)

NORTH DILLARD BRIDGE SECTION
OF THE PACIFIC HIGHWAY IN DOUGLAS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 4, 1950

Type Code 6201

Roadway (Sta. 1124+53.51 to 1159+80.99)

All Required		Clearing and Grubbing		$ 1,000.00
600	cu. yds.	Trench Excavation, Unclassified	$ 3.00	1,800.00
62,500	cu. yds.	General Excavation, Unclassified	0.30	18,750.00
310,000	yd. sta.	Short Overhaul	0.015	4,650.00
700	C-yd. sta.	Long Overhaul	0.50	350.00
470	cu. yds.	Hauling and Placing Topsoil	2.00	940.00
0.57	mile	Finishing Roadbed and Slopes	500.00	285.00
90	lin. ft.	12" Concrete Pipe	2.00	180.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
20	only	Concrete Sight Posts	7.50	150.00
5,100	cu. yds.	Selected Roadbed Topping	0.45	2,295.00
2,550	yd. mi.	Hauling Roadbed Topping	0.12	306.00
1,000	cu. yds.	3/4" - 0" Gravel in Leveling Course and Shoulders	3.00	3,000.00
750	M-gal.	Sprinkling	2.50	1,875.00
80	cu. yds.	3/4" - 0" Gravel in Binder Course	4.00	320.00
12	tons	RC-3 Asphalt in Binder Course	60.00	720.00
2,500	tons	Class "B" Asphaltic Concrete	7.50	18,750.00
10	tons	Emulsified Asphalt in Seal Coat	60.00	600.00
40	cu. yds.	Aggregate in Seal Coat	5.00	200.00
			Subtotal	$ 56,231.00
			10% Engr. & Cont.	5,623.10
			Total	$ 61,854.10

Type Code X031

Bridge (Sta. 1142+10 to 1147+14)

All Required		Shoring, Cribbing, Etc.		$ 10,000.00
600	cu. yds.	Structural Excavation	$ 10.00	6,000.00
20	cu. yds.	Structural Excavation Below Elevation Shown	10.00	200.00
320	lin. ft.	Furnish 12" x 53# Steel Piling	10.00	3,200.00
8	only	Drive Steel Piles	100.00	800.00

950	cu. yds.	Class "A" Concrete	$ 55.00	$ 52,250.00
151,000	lbs.	Metal Reinforcement	0.095	14,345.00
130,000	lbs.	Structural Carbon Steel	0.165	21,450.00
344,000	lbs.	Structural Low Alloy Steel	0.175	60,200.00
1,040	lin. ft.	Handrail	12.00	12,480.00
All Required		Removal of Old Bridge		10,000.00
			Subtotal	$190,925.00
			10% Engr. & Cont.	19,092.50
			Total	$210,017.50

Length of Roadway	0.573 mile
Length of Bridge	0.095 mile
Total Length	0.668 mile
Cost per mile, Roadway	$107,947.81

SUMMARY OF FUNDS

Description	Total Cost	Federal Funds	State Funds
Roadway	$ 61,854.10	$ 37,084.00	$ 24,770.10
Bridge	210,017.50	125,916.00	84,101.50
	$271,871.60	$163,000.00	$108,871.60

NORTH DILLARD BRIDGE SECTION

PROJECT NO. FI-78 (14)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 4, 1950

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FOR FILING

71-[illegible]

[illegible]

Salem, Oregon
May 3, 1950

North Dillard Bridge No. 2555

Mr. J. M. Devers

With reference to your letter of May 1 to Mr. Glaisyer requesting information as to the location of the borrow pits for the embankment materials to be used on Contract No. 3313 for Bridge No. 2555, I quote the following from a letter from Mr. M. Stephenson, Assistant Bridge Engineer.

"All of the 69,100 cubic yards of embankment materials are to be obtained from borrow pits that are not in the river channel or stream bed. However, the specifications call for the placing of 6,900 cubic yards of topping material which is to be obtained, at the contractor's option, from either one of the borrow pits south of the river or from a gravel bar in the stream bed. If the contractor elects to take this topping material from the gravel bar, the State Land Board will be so advised, as per Mr. Devers' suggestion."

R. H. Baldock

RHB
hi

FORM E-90 25M 1-50 57838

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 3, 1950

SUBJECT: North Dillard Bridge No. 2555

To:

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

This is in reference to Mr. Devers' letter of May 1 to Mr. Glaisyer, requesting information as to the location of the borrow pits for the embankment materials to be used on Contract No. 3313 for Bridge No. 2555.

All of the 69,100 cubic yards of embankment materials are to be obtained from borrow pits that are not in the river channel or stream bed. However, the specifications call for the placing of 6,900 cubic yards of topping material which is to be obtained, at the contractor's option, from either one of the borrow pits south of the river or from a gravel bar in the stream bed. If the contractor elects to take this topping material from the gravel bar, the State Land Board will be so advised, as per Mr. Devers' suggestion.

Very truly yours,

M. Stephenson

M. Stephenson
Assistant Bridge Engineer

MS:gm

FORM E-30 25M 6-49 32802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1950

SUBJECT:

To: Mr. H. B. Glaisyer,

Office.

Dear Mr. Glaisyer:

I have approved as to form the proposed agreement with Tom Lillebo covering some bridge work in Douglas County. The contract is No. 3313 for Bridge No. 2555.

I call attention to what appears to me to be some uncertainty with respect to the source or sources from which materials are to be gotten. For instance, beginning on page 3 of the specifications it says that the greater part of the materials, to-wit, approximately 69,100 cubic yards, are to be procured from " a borrow area lying along the south bank of the South Umpqua River". Later on it says that other borrow materials may be taken from the area "located on the north side of the South Umpqua River".

The item of uncertainty is that it does not appear whether the materials are to be taken from the bed of the stream or whether there are materials stockpiled on the river bank. If the river involved is recognized by the State Land Board as navigable and if the materials are to be taken from the bed of the stream we should advise the State Land Board so that the Land Board will know that the materials are being taken for highway purposes under the supervision of the Highway Commission, and under those conditions no royalty is collectible.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:PW

REFERRED TO
Mr. Baird
BY SECRETARY

RECEIVED
APR 27 1950
FOR FILING

21-78(1)

3313

April 27, 1950

Tom Lillebo
Reedsport,
Oregon

Dear Mr. Lillebo:

The State Highway Commission on April 25, 1950 awarded you the contract for construction of reinforced concrete and steel bridge; and grading, surfacing and paving of bridge approaches, on the North Dillard Bridge Section of the Pacific Highway in Douglas County. This award was based on your low bid of $229,329.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

VED
1 1950
FILING

71-78 (14)

3313

File

April 10, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Relative to Project No. FI-78 (14), North Dillard Bridge Section of the Pacific Highway, the new bridge will be constructed parallel to the existing bridge. The existing bridge will be removed, as it is in an unsafe condition, but the right of way will be retained; this, in order that an additional two-lane bridge can be constructed at such time as a four-lane facility is required for the Pacific Highway at this location.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

RECEIVED
FOR FILING
71-78 ([illegible])
3313

March 23, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to Item 95, South Umpqua River bridge one mile north of Dillard. In your letter of March 20 you request advice as to whether this bridge will be on the interstate system or whether the eventual route of the interstate system will be via Roberts Mountain.

This is a matter on which we cannot definitely advise you now. Studies made by the Department engineers indicate that a route via Roberts Mountain would be superior. However, this matter has never been considered by the State Highway Commission. It is a decision with which we will not be confronted for ten years or more, and, therefore, at present the location of the bridge is on the interstate system. The bridge location, we believe, is permanent in so far as this routing is concerned.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi
cc Mr. S. H. Probert
Mr. G. S. Paxson

[illegible]
BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

March 20, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Item 95 of the Oregon Fourth Supplemental Postwar Federal Aid Primary Highway Program dated March 3, 1950.

This item provides for the construction of a bridge over the South Umpqua River with approaches and is approximately one mile north of Dillard. Several questions require clarification.

First, In your tabulation of the Interstate Highway System submitted with your letter of June 12, 1945, several probable cutoffs were mentioned and shown on attached sheets as in the consideration stage. One of these was from Green Station Junction to Myrtle creek, the so called(Roberts Mt. Route). The project as Item No. 95 for which program approval is now requested shows the designation FI, as on the Interstate System. We desire advice as to whether the Interstate System is to be via Dillard, along the present Pacific Highway or via the Roberts Mountain Route.

Second, If the present routing via Dillard is to be the Interstate Highway, then we desire advice as to whether the location, of this proposed structure is the ultimate location on this portion of the Route.

Will you please advise as to these questions at your early convenience since further action on the supplemental program is being withheld.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

March 15, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The grading and bridge layout and profile for the proposed new bridge over the Umpqua River near Dillard, Oregon Project No. FI-78(4), submitted with Mr. Paxson's explanatory letter dated March 9, 1950 have been reviewed. Our study of this very limited data indicates that the proposed bridge will be satisfactory.

Since the foundation conditions are known, the superstructure is of modern deck type and duplicate of another bridge already approved and constructed, and we are agreed that long spans are required, the bridge type selected is a logical one. The standards proposed are also satisfactory. This preliminary approval, of course, is limited to the planning and design as submitted with Mr. Paxson's letter and its enclosures.

In accordance with your past policy we would like to have two sets of complete preliminary bridge plans as soon as possible so that we will be in a position to recommend approval of the P.S.&E. when submitted. We concur with Mr. Paxson's statement that this is a special case, and that our several previous requests for submission of complete advance plans and information for major structures may be waived.

Copy to Paxson

Very truly yours,

F M Davis
F. M. DAVIS
District Engineer

NOTED
W. C. WILLIAMS

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OREGON DISTRICT

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX 3000
PORTLAND 8, OREGON

April 25, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-73(14) North Dillard Bridge Section, near Roseburg on the Pacific Highway, to Tom Lillebo, Reedsport, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Jm

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 12, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to advise that program approval of Item 95, Project FI-78 (14) as listed in the Fourth Supplemental Postwar Federal Aid Primary Highway Program dated March 3, 1950 is effective April 10, 1950. The remaining items of the program are under review.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer

Jn

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DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. FI-78(14), North Dillard Bridge Section of the Pacific Highway, have today been recommended for approval, subject to such changes as may be authorized by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

Ja

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FOR FILING

FORM E-30 25M 6-49 32602

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 20, 1950

SUBJECT: North Dillard Bridge No. 2555

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Our estimate of cost on the reconstruction of the North Dillard Bridge over the Umpqua Highway is:

Structure	$225,000
Road work	55,000
Total	$280,000

These figures include the customary percentages for contingencies and engineering. We propose for the new structure a three-span steel girder with approximately 100 feet of reinforced concrete viaduct on each end. This will make a structure of the same length as the existing bridge. The roadway width is to be 30 feet, with sidewalks on each side. The structure is to be designed for H20-S16 loading. All right of way needed for the project was purchased in 1942.

The present bridge consists of three 144' untreated timber truss spans, built in 1942 as an emergency replacement during the war. During the last summer the bottom chord of one of the trusses pulled in two, necessitating falsework. The remaining chords of these trusses show considerable decay, and because of the heavy traffic on the Pacific Highway we have falseworked all trusses. Should this falsework go out in high water, it would be advisable to close the road at least to all but light traffic.

Very truly yours,

G S Paxson
G. S. Paxson
Bridge Engineer

GSP:gm

ILING

ELD, CHAIRMAN
LAND
EN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
OFFICE OF G. S. PAXSON, BRIDGE ENGINEER
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 30, 1949

Mr. W. C. Williams
State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

Our estimate of the total cost of the Umpqua River Bridge north of Dillard including the grading and surfacing of the approaches is as follows:

Cost of Structure	$225,000
Grading and Approaches	74,800
Total	$299,800

This does not include any right-of-way cost, but I understand that the right of way was obtained when we were considering this project early in the war. The estimates given above include the customary percentages for engineering and contingencies.

Very truly yours,

GSPaxson
G. S. Paxson
Bridge Engineer

GSP:bd

cc: H. G. Smith

ASSIGNMENT No. 1360

RIPTION: Correspondence file re bridges at Dillard Hc

DATE: 8-29-49 ASSIGNED TO: Paxson ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

☒ Please complete estimate for structure and approaches.
(Please return file.) WCW

REPORT RECEIVED: 8-31-49 me

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

FORM E-30 25M 1-49 29033

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1949

SUBJECT: North Dillard Bridge

To: Mr. W. W. Stiffler
Assistant State Highway Engineer

Dear Sir:

Herewith copy of a letter from Mr. Sothman relative to the condition of the North Dillard Bridge over the South Umpqua River at mile post 207.7, Pacific Highway. Mr. Sothman is of the opinion that an attempt to carry traffic over this structure a second year will require considerable amount of additional repairs and possibly the replacement of all lower chord members.

Although it is possible that the repairs now being completed may carry the structure through a second winter, we believe Mr. Sothman's suggestion is on the safe side. At the moment we are rather nervous about the prospects for carrying the structure through the first winter. Traffic at this location is heavy and interruption to traffic would be serious.

Very truly yours,

I. A. DeFrance
Assistant Maintenance Engineer

IAD/bm
Encl.
cc G. S. Paxson - Encl.

C O P Y

FORM E-30X 15M 5-49 31806

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
August 19, 1949

SUBJECT:

To: Mr. K. D. Lytle
Division Engr.
Roseburg, Oregon

Dear Sir:

Relative to the North Dillard Bridge over the South Umpqua River at MP 207.7 Pacific Highway.

As you know this bridge at present is in very bad condition, due to decay in lower cord members of all three trusses. There are broken cord members in all three trusses at present we have a bridge crew reinforceing all splices on the lower cord where most of the rot has occurred. The center truss has been completed and #1 and 3 truss will be completed within the next two or three weeks. At present we have false work under the floor beams at each panel point on trusses 1 and 3, this false work will have to be removed before high waters this winter. I submitted work order to place crib bents under trusses 1 and 3 at Mid-span. It is expected that this structure will possibly carry traffic this winter and by replacing false work under floor beam's next spring after danger of high water is over, will carry traffic until next fall (1950).

If it is desired to replace this bridge with a new structure it will have to be completed and ready to handle traffic by not later than Nov. 1, 1950. Therefore suggest that a contract be let with out delay.

With the volume of heavy traffic over the existing structure it can not be expected to carry traffic through witner of 1950 and 51, without extensive repairs, replacement of all lower cord members.

Yours truly,
(signed)
George Sothman
Dist. Maint. Supt.

GS:lh
cc: W. G. Krueger.
I. A. DeFrance

FORM E-30 25M 1-49 28023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 19th, 1949

SUBJECT:

To:
Mr. W. C. Williams
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Sir:

Herewith letter from Mr. Lytle transmitting estimates of the grading of the approaches to the high and low bridges at Dillard. The cost of the grading for the high bridge is $74,800 and for the low bridge $50,050.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

cc to: G. S. Paxson

NOTED
W. C. WILLIAMS

See letter on Bottom
from DeFrance

NOTED
W. C. WILLIAMS

FORM E-20 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
Aug. 17, 1949

SUBJECT: North Dillard Bridge

To:

H. G. Smith
Construction Engineer

Dear Sir:

Reference is made to your letter of the 15th regarding the approaches to the North Dillard Bridge. I am attaching a revised estimate for the high grade line and also for the low line.

There will be no unusual complications in constructing the approaches to the Moyer property. After talking to Mr. Moyer in regard to the high level bridge and the approach, he seemed to be pleased with these approaches providing they are surfaced to a width of twenty feet and the areas between the highway and the approach road landscaped.

On the original plan these approach roads were to be 16 feet in width.

Very truly yours,

K. D. LYTLE
Division Engineer

By: R. Martin
Ass't. Div. Engr.

encs

P. S. Am returning Paxson and Baldock's letters.

BAM

NORTH DILLARD BRIDGE
PACIFIC HIGHWAY
DOUGLAS COUNTY
High Grade Line

Aug. 17, 1949
K.D. Lytle, Div. Engr.

ESTIMATE OF COST

Item	Quantity	Unit Price	Total
Clearing and Grubbing	All specified	Lump	1,500.00
Trench Excavation	40 Cu.Yd.	3.00	120.00
Structural Excavation	31 Cu.Yd.	3.50	108.50
General Excavation	61400 Cu.Yd.	0.50	30,700.00
Short Overhaul	3100 Yd. Sta.	0.02	62.00
Long Overhaul	5060 C Yd. Sta.	0.50	2,530.00
Finishing Roadbed and Slopes	0.71 Mi.	500.00	355.00
18" Culvert Pipe	145 L. Ft.	3.50	507.50
Salvaging Culvert Pipe	50 L. Ft.	2.00	100.00
Gravel Topping	5130 Cu.Yd.	0.75	3,847.50
3/4" - 0" Material in Base & Shldr.	1370 Cu.Yd.	3.00	4,110.00
Sprinkling	28 M-Gal.	2.50	70.00
Class "B" Asphaltic Concrete	2290 Tons	7.50	17,175.00
			61,185.50
10% Engineering & Contingencies			6,114.50
			67,300.00
Moyer's Approach Road			7,500.00
Total:			$ 74,800.00

NORTH DILLARD BRIDGE
~~PACIFIC HIGHWAY~~
~~DOUGLAS COUNTY~~

Low Grade Line

Aug. 17, 1949

K. D. Lytle, Div.Engr.

ESTIMATE OF COST

Item	Quantity	Unit Price	Total
Clearing and Grubbing	All specified	lump	1,200.00
Trench Excavation	40 Cu.Yd.	3.00	120.00
Structural Excavation	21 Cu.Yd.	3.50	73.50
General Excavation	29200 Cu.Yd.	0.50	14,600.00
Short Overhaul	1540 Yd. Sta.	0.02	30.80
Long Overhaul	2040 "C" Yd. Sta.	0.50	1,020.00
Finishing Roadbed & Slopes	0.67 Mi.	500.00	335.00
12" Culvert Pipe	125 L. Ft.	3.50	437.50
Salvaging Culvert Pipe	50 L. Ft.	2.00	100.00
Gravel Topping	5060 Cu.Yd.	0.75	3,795.00
3/4" - 0" Material in Base & Shldr.	1300 Cu.Yd.	3.00	3,900.00
Sprinkling	26 M-Gal.	2.50	65.00
Class "B" Asphaltic Concrete	2284 Ton	7.50	17,130.00
			42,806.80
10% Engineering & Contingencies			4,293.20
			47,100.00
Moyer's Approach Road			2,950.00
Total:			50,050.00

ASSIGNMENT   No. 1330
WCW

Mr. Baldock's l[illegible]er of 6-16-49 to WCW and attac
Mr. Paxson to Mr. Baldock (6-14-49) re North Dillard
ge.

TE: 8-12-49   ASSIGNED TO: Smith ✓

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☐ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________

xxx☐ Please advise Lytle to use the high Grade line and recheck cost of approach.

REPORT RECEIVED: 8-23-49 me   WCW

REMARKS:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Salem, Oregon
June 16, 1949

Mr. W. C. Williams

Herewith letter from Mr. Paxson about the North Dillard bridge. In view of the saving of about $30,000 by the use of the high grade line, it seemed to me that we could well afford to connect Mr. Moyer's property, even though the old cost of $4,000 is doubled.

Please make an investigation of this matter.

R. H. Baldock

RHB:hi

FORM E-30 25M 8-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Salem, Oregon
June 16, 1949

SUBJECT:

To: Mr. W. C. Williams

Herewith letter from Mr. Paxson about the North Dillard bridge. In view of the saving of about $30,000 by the use of the high grade line, it seemed to me that we could well afford to connect Mr. Moyer's property, even though the old cost of $4,000 is doubled.

Please make an investigation of this matter.

R. H. Baldock

NOTED
W. C. WILLIAMS

RHB:hi

FORM E-30 15M 12-48 27999

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 14, 1949

SUBJECT: Umpqua River Bridge North of Dillard (Bridge No. 2555)

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The North Dillard bridge over the Umpqua River at Milepost 207.70 on the Pacific Highway is a three-span timber truss structure. The timber was replaced in 1942. Our timber borings indicate that, while there is some decay in the members, an additional two years of life should be anticipated. Last week, however, the lower chord on one of the trusses pulled in two, and we have placed this truss on falsework. I am of the opinion that some exceptionally heavy load has slipped through this section of highway and at least contributed to the early failure of the truss.

NOTED
W. C. WILLIAMS

In 1941 we attempted to replace this structure with a permanent bridge. The Public Roads Administration refused to authorize the use of structural steel at that time, and we were forced to redesign to use a reinforced concrete arch structure with timber approaches. Bids were taken April 30, 1942, and only one bid was received, which was rejected. We then retimbered the existing timber trusses on the original alignment.

At that time we considered a high grade line and a low grade line. The high grade line would allow us to use deck steel girders and resulted in a lower cost for the structure itself, although it added to the cost of the approaches. The total estimates at that time showed almost the same amount for either of the grade lines. A Mr. Moyer, who owns the fruit stand just south of the bridge, objected to the high grade line on account of cutting off access to his property, and it may be that the same conditions now exist.

Our estimates on the high and low grade lines, based on current prices, are as follows:

High Grade Line:

Road work	$ 90,000
Structure	225,000
	$315,000

Low Grade Line:

Road work	$ 67,000
Structure	279,000
	$346,000

In 1941 Mr. Lytle estimated that the cost of connecting Mr. Moyer's property to the highway would be $4,020 on the high grade line and $1,754 on the low grade line. Increased prices probably will double these costs, but in any event, they are a small item in the project.

We will not be able to get structural steel in time to get this bridge in service this year, and we are reinforcing the chord splices in order to carry the present structure for another year. The project should, however, be put on next year if at all possible.

I would suggest that all data in our files be sent to Mr. Lytle with a request that he check up on the Moyer property and also revise his estimates for the approach grading and surfacing.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm

cc H. G. Smith

13-3304 Juniper Ridge-Alkali Lake 1950
Sec. of the Lakeview-Burns
#3314 Highway

RECEIVED
FOR FILING

[illegible]

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3314	4-final	F. L. Somers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15339	625	$ 745.20	9/28/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 3 1950

10-3-50 gf

OREGON STATE HIGHWAY COMMISSION
(date)
Sep. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
~~15339~~ 3314	4-final	F. L. Somers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15339	625	$ 745.20	9/28/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Dec. 31, 1950

Time Extensions: None required

Completion Date: July 20, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-3-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED

FOR FILING

NOTED
State Highway Engineer

September 28th, 1950

FINAL COST ANALYSIS

Juniper Ridge-Alkali Lake Section
Contract #3314

Lakeview-Burns Highway
Prefix 13-8304

Rock Production
F. L. Somers, Contractor
J. S. Sawyer, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in Stockpile	2,873.1	Cu. Yd.	$2.20	$2.55	$6,328.20	$7,326.41
½"-¼" Cr. Material in Stockpile	3,363.6	" "	2.20	2.55	7,308.58	8,577.18
¼"-0" Cr. Material in Stockpile	1,372.1	" "	2.20	0.25	3,022.15	343.03
Stockpile Screen Rejects	2,660.4	" "	0.25	0.25	665.10	665.10
Stockpile Haul Adj., Favor of State	703.1	Yd. Mi.		0.10		- 70.31
					$17,424.03	$16,841.41

Total Cost	$17,424.03
Gross Revenue	16,841.41
Net Loss	$ 582.62

Net Loss Equals 3.5% of Gross Revenue

Juniper Ridge-Alkali Lake

Detail of Cost

Labor:		
Labor and Supervision	$8,049.40	
Payroll Insurance	668.26	
		$8,717.66
Equipment Rentals & Misc. Supplies:		
Equipment Rental, Owned	$4,705.60	
Gas, Oil and Grease	2,254.48	
Small Tools and Misc. Supplies	353.66	
P.U.C.	131.55	
Move In, Freight and Cartage	378.90	
Bond	120.15	
P.L. and P.D. Insurance	420.38	
Home Office and General Overhead	341.65	
		8,706.37
Total Cost		$17,424.03

Juniper Ridge-Alkali Lake Section

Breakdown of Cost

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	7,608.7	Cu. Yd.	$3,502.86	$0.46
Haul to Crusher	"	" "	1,831.03	0.241
Crush	"	" "	4,656.55	0.612
Haul to Stockpile (Av. Haul 5.2 Mi.)	"	" "	5,607.27	0.737
Stockpile	"	" "	1,161.22	0.153
			$16,758.93	$2.20
Stockpile Screen Rejects			665.10	
			$17,424.03	

Remarks:

This was a "State Project". The contract, calling for furnishing of 7,600 cu. yds. of crushed material in stockpiles on the Juniper Ridge-Alkali Lake Section of the Lakeview-Burns Highway, was bid and awarded on April 25th, 1950.

On May 11th, 1950, the contractor started moving in and erecting crushing plant on designated gravel pit located 0.21 mile easterly of Mile Post 37.18 on the Lakeview-Burns Highway. Crushing operations started May 25th, 1950, and the contract was completed July 20th, 1950. The crusher was operated 10 hours a day 5 days a week.

The crushing plant was fed with a D-7 cat and dozer part of the time and later with a TD-9 cat and dozer. The plant consisted of a 24" x 8' crusher feeder, 36" Telesmith, 4' x 14' triple screen, conveyors and electric motors as required, 45 cu. yd. 3-compartment steel bunker. The plant was powered with a 160 h.p. diesel motor and generator.

The gravel pit material ran 1½" - 0" in size with about 40% reject material. All crushed materials were hauled with company-owned 6 cu. yd. trucks and stockpiled with TD-9 cat and dozer. Due to other work, the contractor took four of his haul trucks from this contract. Due to the shortage of haul trucks, they had to stockpile 2,500 cu. yds. of crushed materials at the plant, then later reload and haul to stockpile, which increased the cost of hauling and stockpiling.

Crushing time was 298 hours, for an average production of 39.4 cu. yds. per hour.

Due to the contractor's unbalanced bid prices of $2.55 on larger size rock and $0.25 on ¼" - 0", the ¼" - 0" rock shows a large loss. Also, the stockpiling of crushed materials at the plant, due to shortage of trucks, increased the contractor's cost.

E. H. Clymer
Cost Analyst

By . . K. T. Wechter

RECEIVED
AUG [illegible]
FOR FILING

13-8204

3314

August 24, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3314, for rock production on the Juniper Ridge-Alkali Lake Section of the Lakeview-Burns Highway in Harney and Lake Counties, has been completed by the contractor, F. L. Somers, and that final payment in the amount of $745.20 will be made on or after September 5,1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $16,841.41, and that no force account work was performed on the project. This contract was completed on July 20 and accepted by the Commission on August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

8-24-50 gl

RECEIVED
AUG - 4 1950
FOR FILING

13-8304

3314

August 3, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to F. L. Somers, on contract No. 3314, for rock production on the Juniper Ridge-Alkali Lake Section of the Lakeview-Burns Highway in Harney and Lake Counties. This payment, in the amount of $4,368.11, will be made on or after August 14, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Northwest Branch Office
Continental Casualty Co.
1411 Fourth Ave. Bldg.
Seattle, Washington
Attn: Warner W. Bruce, Mgr.

Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
[illegible]

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 29, 1950

Section Juniper Ridge - Alkali Lake

Kind of work Rock Production

Highway Lakeview - Burns

Section prefix 13-8304

Contractor F. L. Somers

Contract number 3314

Date of contract April 25, 1950

Date of completion July 21, 1950

Date work started May 13, 1950

Estimated date of completion , 19

Amount of contract $ 16,020.00

Per cent of time elapsed 38.89 %

Estimated cost of completed project, exclusive of engineering $ 16,020.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,356, %

Date project was completed July 21, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

All work on this project has been completed.

Semi-final estimate was sent in on Wednesday, July 26, 1950

NOTED
H. W. LIBBY

Signed J. F. Granger

Address Lakeview, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project			25.00		
Miles partially completed					
Miles completed					
Total estimated quantities			7,500		
Estimated quantities moved or placed to date			7,538		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

State Printing Dept. 38642

RECEIVED
FOR FILING

13-8314

3314

May 12, 1950

Mr. F. L. Somers
P. O. Box 938
Klamath Falls
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3314 which was awarded to you on April 25, 1950 by the State Highway Commission, for rock production on the Juniper Ridge-Alkali Lake Section of the Lakeview-Burns Highway in Harney and Lake Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

RECEIVED
APR 27 1950
FOR FILING

13-8304

3314

April 27, 1950

F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Mr. Somers:

The State Highway Commission on April 25, 1950 awarded you the contract for rock production on the Juniper Ridge-Alkali Lake Section of the Lakeview-Burns Highway in Harney and Lake Counties. This award was based on your low bid of $16,020.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

20-3417 Eugene Storage Building 1950

#3315

RECEIVED
FOR FILING
20 - 3417

OREGON STATE HIGHWAY DEPARTMENT
(date)
March 6, 1952

(CONTRACT NO.) 3315	(EST. NO.)	(CONTRACTOR)	
3315	4-final	Bemis & Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
3399	R-25474	$ 881.69	3/4/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: **Aug. 31, 1950**

Time Extensions: **Extended to Dec. 8, 1951 without penalty**

Completion Date: **Dec. 8, 1951**

Date Accepted: **Jan. 31, 1952**

Penalties: **None of record**

Claims: **None outstanding of record**

Remarks:

Date: **3-7-52**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

NOTED ON CARD

Warrant Mailed:

FORM E-30X 25M 11-50 44702

34

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

February 19, 1952

SUBJECT:

To:

Bemis & Company
2376 SE 45th Avenue
Portland, Oregon

NOTED
H. B. GLAISYER

Gentlemen:

On February 15, we mailed you for signature new final estimate vouchers in the respective amounts of $881.69 on Contract No. 3315 and $984.54 on Contract No. 3292 to replace vouchers evidently lost in the mail. In my accompanying letter, I called your attention to the three places on each voucher where signatures were necessary. This morning the vouchers were returned but only two of the spaces have been filled in. I am therefore returning the two vouchers herewith for signature to the voucher certificate on the back of the voucher form itself which is a strict requirement of the Secretary of State's Office.

Very truly yours,

R. H. BALDOCK
State Highway Engineer

By: Carl F. Smith
Carl F. Smith
Claims Supervisor

CFS:pg

Enclosures

cc: H. B. Glaisyer

RECEIVED
MAR [illegible] 1952
FOR FILING

20 [illegible]

3315

COMMISSION
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

February 15, 1952

Bemis and Company
2376 SE 45th Avenue
Portland, Oregon

NOTED
H B GLAISYER

Gentlemen:

The Commission's Secretary, H. B. Glaisyer, advises me that your office returned, properly signed about February 1, the final estimate vouchers on Contracts No. 3292 and 3315 in the respective amounts of $984.54 and $881.69. Apparently these went astray in the mail. We have accordingly prepared and I enclose herewith for your signature, new original vouchers on these two items. Upon their return, properly signed, payment will be expedited as far as possible.

Please note that signature must appear on the assignment form, on the final release (notarized), and on the voucher certificate itself.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

Carl F Smith
Carl F. Smith
Claims Supervisor

CFS:wm

cc: H. B. Glaisyer

Enclosures.

REFERRED TO
BY SECRETARY

NOTED
F. QUERY

RECEIVED
JAN 25 1952
FOR FILING

[illegible]

3315

January 24, 1952

Peerless Casualty Company
Pathbone, King & Seeley
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

State Highway Contract No. 3315 covering construction of maintenance storage building at Eugene, Lane County, was completed by the contractor, Bemis and Company, on December 8, 1951 but has not as yet been accepted by the Highway Commission.

Final payment in the amount of $881.69 will be released to the contractor, assigned to Geo. Bemis, after acceptance by the Commission. The total contract amount is $8,347.08, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S.W. Washington
Portland 5, Oregon

NOTED ON CARD
1-24-52 gl

RECEIVED
[illegible] 1952
FOR FILING

30-3417

Copy

January 18, 1952

Mr. George Bemis
Bemis Commission Company
Portland, Union Stock Yards
North Portland, Oregon

Dear Mr. Bemis:

Reply is made to your letter of January 16 concerning Bemis & Company contracts.

We shall be pleased to receive information from the Baker Plumbing Company and the Parkdale Lumber Company that their respective claims against these contracts have been satisfied.

In the last paragraph of your letter you mention that the vouchers for the final payments on the Eugene and Veneta buildings have not as yet been received. I have checked with our Accounting Division and find these two vouchers are now being processed and there are possibilities they will be placed in the mail today. In any event, they should be in the mail on Monday, January 21.

As to the final warrants for the Jewell and Prineville buildings, we are pleased to inform you that these warrants are being released today and should be in your hands either tomorrow or Monday of next week.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs
cc: F. A. Query

Mr. Query: Please write to the Baker Plumbing Co. and the Parkdale Lumber Company.

HBG

BEMIS COMMISSION COMPANY

Livestock Market Agency
Portland Union Stock Yards
North Portland, Oregon

BEMIS & CO., CONTRACTORS
NORTH PORTLAND, OREGON

January 16, 1952

Mr. H. B. Glaisyer, Secretary
℅ Oregon State Highway Commission
Salem, Oregon

Dear Sir:

In regard to your letter of January 14th, we have notified the Baker Plumbing to mail you a letter stating that our bill has been paid. We sent them a check for payment in full on April 12, 1951.

Regarding the Parkdale Lumber Co. claim, it was my understanding that this bill had been taken care of long ago. However I am making a thorough check of this and will let you know what the outcome is in the very near future.

The vouchers for the final payments on the Eugene and Veneta Buildings have not as yet been received, also the checks for vouchers which we signed and sent back about three weeks ago. Thought maybe you could run these down and hurry them along a little. Would appreciate any help you could give in speeding this up a little.

Yours truly,

/s/ Geo. Bemis

BG:bg

ANSWERED
H. B. GLAISYER

RECEIVED
JAN 16 1952
FOR FILING

January 15, 1952

Bemis & Co., Contractors
Livestock Exchange Bldg.
North Portland
Oregon

Gentlemen:

The State Highway Commission, at its meeting held on December 20, 1951, had under discussion your request for an extension of time of 464 days, from August 31, 1950 to December 8, 1951, within which to complete your contract No. 3315 for construction of maintenance storage building at Eugene in Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: G. S. Paxson,
Bridge Engineer

L. R. Allen
Resident Engineer

Mr. Geo. Bemis

NOTED ON CARD

RECEIVED
DEC [illegible] 1951
FOR FILING

28 - 3417

3315

RATHBONE, KING & SEELEY
Insurance Underwriters

C
O
P
Y

Portland, Oregon
December 3, 1951

Oregon State Highway Commission
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: State Highway Contract No. 3292 -Bond No. 75947
Maintenance Bldg., Veneta, Oregon
Contract No. 3299 - Bond No. 74949
Maintenance Bldg., Jewell, Oregon
Contract No. 3315 - Bond No. 75979
Maintenance Bldg., Eugene, Oregon
Contract No. 3394 - Bond No. 97929
Bldg. Addition at Prineville, Oregon

Dear Mr. Glaisyer:

This will acknowledge and thank you for your letter of November 30th attaching copies of Assignment given by Bemis & Co. A. Co-partnership consisting of Pat Bemis and George Bemis, to George Bemis of Moneys due or to become due, Bemis & Co in connection with the above captioned contracts.

Your letter of November 30th crossed ours of the same date in the mail therefor no reply to that letter will be necessary.

Very truly yours,

RATHBONE, KING & SEELEY

By /s/ Elwyn A. Wride
Elwyn A. Wride

EAW:ft

FORM E-30X 18M 6-46

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 29, 1951

SUBJECT:

C
O
P
Y

To: Mr. W. C. Williams
Asst. State Highway Engineer
Office

Dear Sir:

Herewith requests for time extensions on the four building jobs, contracts of which are held by Bemis and Company. As you know we have had a great deal of difficulty in getting these jobs finished up. Mr. Pat Bemis, who was Bemis and Company, got into financial difficulties and apparently has completely faded out of the picture. The bonding company has made arrangements with his brother, Mr. Geo. Bemis, who is a wholesale commission merchant in Portland, to take over the obligation and to finish up the work. Mr. Geo. Bemis is doing all he can to get the work cleaned up and has now finished two of the jobs and assures us that the minor items on the other two will be completed by December 8.

In view of Mr. Geo. Bemis' efforts and the fact that there are practically no additional engineering expenses involved, I would recommend that the extensions be granted without penalty. I hope that this will clear up these four old jobs.

Very truly yours,

/s/ G. S. Paxson

G. S. Paxson
Bridge Engineer

RECEIVED
NOV 1951
FOR FILING

[illegible]

3315

November 27, 1951

Peerless Casualty Company
Rathbone, King & Seeley
Insurance Underwriters
310 S. W. Fourth Street
Portland 4, Oregon

Attention: Mr. Elwyn A. Wride, Attorney-in-Fact

Gentlemen:

This is to acknowledge receipt, this date, of your four letters dated November 26, 1951, in which you approve and consent to the assignment given by Bemis & Company to Mr. George Bemis as of November 15, 1951 of all moneys hereafter to become due and payable to Bemis & Company in connection with State Highway Contracts No.

3292, Ven eta Maintenance Building
3299, Maintenance Bldg. at Jewel, Oregon
3315, Maintenance Bldg. at Eugene, Oregon
3394, Addition to Maintenance Bldg. at Prineville, Oregon

I wish to thank you for these communications. Payment of future amounts to Bemis & Company in connection with these jobs will now be made in conformity with the provisions of the assignment.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:mhs

cc: George Bemis
F. Query

11-27-51, gC

COPY

RATHBONE, KING & SEELEY
Insurance Underwriters

310 S. W. Fourth Street
Portland 4, Oregon

November 26, 1951

Oregon State Highway Department
State of Oregon
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Re: Peerless Casualty Company Bond No. 75979
Pat Bemis and George Bemis dba Bemis & Company
Contract No. 3315
Maintenance Building at Eugene, Oregon

Gentlemen:

Reference is made to your letter of November 21st, 1951, addressed to Mr. George Bemis wherein you advise that Bemis & Company have assigned to Mr. George Bemis on November 15th, 1951 all moneys hereafter to be paid to Bemis & Co. in connection with State Highway Contract No. 3315 covered by the captioned Bond.

We, Peerless Casualty Company of Keene, New Hampshire, Surety on Contract No. 3315 hereby consent to the Assignment from Bemis & Company to Mr. George Bemis as of November 15th, 1951.

PEERLESS CASUALTY COMPANY

By /s/ Elwyn A. Wride, Attorney-in-Fact

EAW:ft

11-26-51 g(COPY

RECEIVED
FOR FILING

20-3417

3315

November 27, 1951

Request for extension of time
no. 4
December 20 and 21 meeting

State Highway Commission

Gentlemen:

Re: Storage Building at Eugene
Contract No. 3314
Davis and Company, Contractors

Attached hereto is an application for extension of time from August 31, 1950 to December 8, 1951 for the completion of the work on the Storage Building at Eugene in Lane County.

This job was completed several months ago with the exception of a small amount of cleanup work and adjustment of some flashing around the chimney. Davis and Company, who were the contractors, got into financial difficulty, and Mr. George Davis, a brother of the Davis of the contracting company, has had to take over to finish the work. He assures us that all of this work will be completed by December 8, 1951.

The specified completion date for the work was August 31, 1950. We have had the use of the building since last fall. In view of the fact that only a very minor additional expense has been caused us, it is recommended that the extension be granted without penalty to the contractor. This is a state project and does not require concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
OGP:lb

RECEIVED
NOV
FOR FILING

20-2417

3315

Mrs [illegible]

November 26, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from L. R. Kibbe of 425 Fir Acres, Eugene in which he writes as follows:

"In reply to your letter of the 20th. inst. I have been paid in full by the Bemis & Co. on the contracts No. 3292 Veneta Maintenance Building and No. 3315 Eugene Storage Maintenance Building. And I therefore relingish all claims against them."

This information is furnished to your Company inasmuch as it appears as the surety on performance bonds furnished with the above-mentioned highway contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Burham & Bates
901 S. W. Washington
Portland 5, Oregon
Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

11-26-51

RECEIVED
FOR FILING

Mrs Lewis

November 26, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe:

This is to thank you for your letter of November 23 in which you state that you have been paid in full by Bemis and Company on your claims against State Highway Contracts No. 3292 and 3315.

We will advise the contractor and the surety that your letter has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . Telephone 6446J1 II -. 23 .-. 5I . . EUGENE, OREGON

H.B. GLAISYER
OREGON STATE HIGHWAY DEPT.
SALEM ORE.

DEAR SIR:

In reply to your letter of the 20th. inst. I have been paid in full by the Bemis & Co.on the contracts No. 3292 Veneta Maintenance Building and No. 3315 Eugene Storage Maintenance Building.And I therefore relingish all claims against them.

Yours Truly
L.R. Kibbe
L.R. KIBBE

REFERRED TO [illegible]
BY SECRETARY

RECEIVED

ACTED ON [illegible]
11-24-51

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FOR FILING

50-5417

3315

November 20, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe:

Will you please advise this office as to whether or not your claimsagainst Bemis and Company on contracts No.3292, for construction of Veneta Maintenance Building, and No. 3315, for construction of Eugene Storage Maintenance Building, have been settled. You notified us on August 22 that you still had a claim against Bemis and Company for painting in the amount of $314.

Please let us hear from you regarding this matter at your earliest convenience.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

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FOR FILING

2R-3417

3315

October 23, 1951

Peerless Casualty Co.
Rathbone, King & Seeley
310 S. W. Fourth Avenue
Portland 4, Oregon

Gentlemen:

We have received a letter from the Eugene Sand & Gravel Co. dated October 19, 1951, in which they write as follows:

> We have received payment in full from Bemis & Co., for the jobs in Veneta and Eugene. We release all claims to any funds due them.

This information is provided as your company appears as surety on the performance bond furnished with the Veneta storage building Contract No. 3292 and the Eugene maintenance building, Contract No. 3315.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:

Floyd Query
Assistant Secretary

File
cc: M. B. Waterbury
Board of Trade Bldg., Portland 4, Ore.

Durham & Bates
901 S. W. Washington, Portland 5, Ore.

Bemis and Company
2376 S. E. 45th Ave., Portland, Ore.

George Bemis
2376 S. E. 45th Ave., Portland, Ore.

RECEIVED
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FOR FILING

20-3417

3315

October 23, 1951

Eugene Sand & Gravel Co.
East End of 8th Avenue
Eugene, Oregon

Gentlemen:

We acknowledge with thanks your letter of October 19, 1951 advising that you have received payment in full from Bemis & Co. for the jobs in Veneta, Contract No. 3292, and in Eugene, Contract No. 3315, and releasing all claims to any funds due them.

Very truly yours,

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By:

Floyd Query
Acting Secretary

FQ:ls

FERRED TO
Query
BY SECRETARY

How many outstanding claims are there against Bemis contract #3291, 3292, 3299, 3311, 3315, 3394

[illegible] ON FILE

1067

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

Oct. 19th 1951

H. B. Glaisyer, Sec.
State Highway Department,
Salem, Ore.

3292
3315

Dear Sir:-

We have received payment in full from Bemis & Co., for the jobs in Veneta and Eugene. We release all claims to any funds due them.

Thanking you for your co-operation in this matter.

Yours truly,

Eugene Sand & Gravel Co.,

By Backberg
Cr. Mgr.

NOTED ON CARD

RECEIVED
OCT 22 1951
OREGON
STATE HIGHWAY COMMISSION

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

RECEIVED
FOR FILING

Mrs Lewis

October 10, 1951

Eugene Sand and Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

We have your letter of October 5 in which you state that Bemis and Company still owe you a balance of $246.65 for materials furnished on the Veneta and Eugene buildings, respectively known as State Highway Contracts No. 3292 and No. 3315. Neither of these contracts has been completed nor accepted by the Highway Commission. We have record of your claim having been filed with the Secretary of State, so it appears that you are protected for a period longer than six months following completion of the job and acceptance by the Commission.

As you probably know, the State does not make payments direct to claimants on the contracts but looks to the contractor and the surety to pay all just bills. It is suggested that you contact the Peerless Casualty Company who furnished the performance bonds on both of these contracts. Their agent on the Veneta contract is M. B. Waterbury, Board of Trade Building, Portland 4, and on the Eugene building is Durham and Bates, 901 S. W. Washington, Portland 5.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

RECEIVED
FOR FILING

Mrs Lewis

October 10, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Eugene Sand and Gravel Company dated October 5 in which they state that Bemis and Company owes them a balance of $246.65 for materials furnished on the Veneta and Eugene buildings, known respectively as State Highway Contract No. 3292 and No. 3315. They also state that they have received several payments on account but have not received any reply lately to their request for payment of the balance.

We pass this information on to your Company inasmuch as it appears as surety on the performance bond furnished with contracts No. 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc: Peerless Casualty Co.
19 Federal Street
Keene, New Hampshire

Mr. M. D. Waterbury
Board of Trade Building
Portland 4, Oregon

Durham & Bates
921 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 25th Street
Portland, Oregon

Mr. Geo. Bemis
Portland Union Stockyards
North Portland, Oregon

RECEIVED
FOR FILING

COPY FOR MR. Baldock
[illegible] H. B. Glaisyer, Secretary

P.O. Box 1067
EUGENE SAND & GRAVEL CO.
Washed Sand, Gravel and Crushed Rock
Excavating and General Contracting
East End of 8th Avenue
Eugene, Oregon
Office Phone 5-3355

October 5th 1951

H. B. Glaisyer,
Oregon State Highway Commission,
Salem, Ore.

NOTED
State Highway Engineer

Dear Sir:-

We have had some correspondence in regard to material furnished Bemis & Co., on the Veneta and Eugene building construction.

Mr. Bemis brother paid us various amounts on the account over a period of several months but of late we do not seem to get any reply to our requests for payment, there is still a balance of $246.65 on this account.

Can you give us any information regarding the progress of the jobs, or what to expect in regards to payment of this balance.

Yours very truly,

Eugene Sand & Gravel Co.,

By /s/ A. R. Backberg

COPY

RECEIVED
~~Ext 7467~~
FOR FILING

20-3417

3315

"Accuracy Plus Action"

BEMIS & CO.
COMMERCIAL CONTRACTORS
BUILDING & REMODELING

2376 S. E. 45th Avenue
Portland 6, Oregon

August 28, 1951

Mr. L. B. [illegible], Secretary
c/o Oregon State Highway Department
Salem, Oregon

Dear Sir:

In regards to your letter of August 27th, I have just written to the Resident Engineer, Mr. M. W. Moore, Bend, Oregon, to get an O. K. on the L. R. Kibbe paint contract on the Eugene Building. As soon as I get this information of completion from the Engineer I will send a check for payment in full to Mr. Kibbe.

Yours truly,

Geo Bemis

GB:bg

REFERRED TO [illegible] BY SECRETARY

NOTED F. QUERY

NOTED ON CARD
8-28-51 g(

VED
1951
FOR FILING

August 27, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from Mr. L. R. Kibbe, 425 Fir Acres, Eugene, stating that Bemis and Company still owes him $314.00 for painting done on the building at Veneta, State Highway Contract 3292, and the building in Eugene, State Highway Contract No. 3315. This is not a new claim and we have advised you previously when it was received.

This information is furnished as the Peerless Casualty Company appears as surety on the performance bonds provided with the abovementioned contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M . B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

Mr. George Bemis
Portland Union Stockyards
North Portland, Oregon

8-27-51, gl

RECEIVED
FOR FILING

2--3417

3315

August 27, 1951

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Mr. Kibbe :

This is to acknowledge your letter of August 22nd in which you state that Bemis and Company still owes you $314.00 for painting on the building at Veneta, Contract No. 3292, and the storage building at Eugene, Contract No. 3315. Neither of these contracts has been completed nor accepted.

We will again call your claim to the attention of the surety and the contractor.

If you feel that it is necessary to protect your claim for a period longer than six months following completion and acceptance of the jobs, it is suggested that you file your claim with the Secretary of State. For your convenience in so doing we have attached excerpts from the Oregon Law outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAW:md
Attach.

8-27-51

L. R. KIBBE Painting Contractor

C O P Y

H. B. GLAISYER SECRETARY

STATE HIGHWAY COMMISSION

SALEM, OREGON

DEAR SIR:

This is to notify that I still have a claim of $314.00 against Bemis and Company for painting done on the garage and maintenance building State Highway Veneta Contract #3292 and the Eugene Storage garage contract # 3315.

Yours Truly

L R. Kibbe (Signed)

Referred to
Query
by Secretary

Acknowledge and call to
the attention of Surety and contractor

Noted on Card
8-24-51gl

RECEIVED
1951
FOR FILING

22-3417

3315

August 17, 1951

Peerless Casualty Company
Board of Trade Building
Portland, Oregon

Attention: Mr. M. B. Waterbury

Gentlemen:

Re: Bemis and Company Contracts

Bemis and Company of Portland have had six contracts with the Highway Department for maintenance headquarters buildings. On all of these contracts Peerless Casualty Company has been the surety, and I believe that all of them have been written through the firm of Durham and Bates. We have had a great deal of difficulty in getting these jobs satisfactorily completed so that acceptance could be made and the final estimates paid.

At the present time two of the jobs, namely, the Fossil Maintenance Building, contract 3311, and the Jewell Maintenance Building, contract 3239, are complete and have been accepted. The maintenance building at Parkdale, contract 3291, was accepted except that the plumbing installation was rejected by the State Plumbing Inspector and considerable revision will have to be made.

The other three contracts, namely, the Prineville Maintenance Building, contract 3294, the Veneta Maintenance Building, contract 3292, and the Eugene Maintenance Storage Shed, contract 3315, still have minor items of work to do before they can be accepted.

Until these jobs are accepted, we will hold the final estimates, including the retained percentages, and our records show that we have better than $4,000 that will be due Bemis and Company when the jobs are completed.

We have repeatedly written Bemis and Company asking that this work be completed so that the jobs can be finaled out. We would ask that you use your influence with the contractor to this end, as these jobs have been on our books long enough.

Very truly yours,

R. H. Baldock
State Highway Engineer

By
W. C. Williams
Asst. State Highway Engineer

GSP:gm
cc G. S. Paxson

RECEIVED
JUN 28 1951
FOR FILING

20-8417

3-15

May 31, 1951

C
O
P
Y

Bemis and Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. George Bemis

Gentlemen:

Reference is made to your letter of May 24 in regard to your uncompleted contracts for buildings at Prineville, Eugene, Veneta and Parkdale.

Our bridge department resident engineers report that at each of the above-mentioned buildings several items of work have not been completed. These engineers state that at each of these buildings either you or your foremen were fully informed as to the items of work to be done before the jobs could be accepted.

Before resuming work on these buildings, you should notify the following engineers so that they can contact you or your workmen at the job site. The engineers will outline the work necessary to complete the buildings. This procedure will save you repeated trips to the building sites.

Parkdale Building — N. H. Krehbiel, engineer. Address: Box 753, Bonneville, Oregon. Telephone: Bonneville 449.

Prineville Building — M. W. Moore, engineer. Address: State Highway Department, Bend, Oregon. Telephone: Bend 1.

Eugene Building — L. R. Allen, engineer. Address: State Highway Department, Eugene, Oregon. Telephone: Eugene 5-3611.

Veneta Building — L. R. Allen, engineer. Address: State Highway Department, Eugene, Oregon. Telephone: Eugene 5-3611.

In most instances the items of work yet to be done are minor in nature but are necessary before the buildings are complete and can be accepted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: W. C. Williams
Assistant State Highway Engineer

MS:bl
cc G. S. Paxson

BEMIS & COMPANY
COMMERCIAL CONTRACTORS
BUILDING & REMODELING

LIVESTOCK EXCHANGE BLDG.
NORTH PORTLAND, OREGON

C
O
P
Y

May 24, 1951

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

In reply to your letter of May 21st, regarding the state highway buildings mentioned in your letter.

It was my understanding that these contracts have all been completed. At least we have paid the balance for labor and material that was necessary to complete some odds and ends. About ten days ago we wrote a letter to the resident engineer telling him we had completed such jobs. So, I was quite surprised when I read your letter. Would you please inform me as to just what there is to do on each one of contracts as I surely want to get this taken care of at once. You can rest assured you will have my full cooperation in this matter. Thanking you inadvance for a prompt reply.

Yours truly,

/s/ Geo. Bemis

GB:bg

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JUN 4 - 1951
FOR FILING

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2515

May 21, 1951

C
O
P
Y

Bemis & Company
Livestock Exchange Building
North Portland, Oregon

Attention: Mr. Geo. Bemis

Gentlemen:

Under date of April 19, we wrote you concerning the completion of the buildings at Fossil, Jewell, Prineville, Veneta, and Eugene and also concerning the violation of the State Plumbing Code at Parkdale. At that time we asked you to notify our resident engineers on these jobs as to when you would be there, so that proper supervision could be given.

Our reports from the field show that you have returned and completed the work in a satisfactory manner at the Fossil Building and at the Jewell Building, and also that you had returned and done some work on the Prineville, Eugene, and Veneta Buildings, but that none of these three was complete. In so far as we know, you have not corrected the plumbing deficiencies at Parkdale. We must insist that projects be completed and ask that you immediately advise us when you will be on these jobs to complete the work.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:GM

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MAY 14 1951
FOR FILING

20-3417

May 11, 1951

Mr. Geo. Bemis
2976 S. E. 45th Avenue
Portland 6, Oregon

Dear Mr. Bemis:

As requested in your letter of May 10 we have checked up on the balances due and unpaid on the several Bemis and Company contracts, which amounts are as follows:

			% Complete
3291	Parkdale	None	100
3292	Veneta	703.86	98
3299	~~Powell~~	518.19	99
3311	Fossil	741.32	97
3315	~~Eugene~~	681.78	97
3396	Prineville	233.44	75
		$2,927.79	

The last estimate received on any of these jobs is dated December 10, 1950, and any work which has been performed since that time has not yet been reported.

The amount of $2,927.79 shown above consists of retained percentage withheld on the several contracts.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FA:md

LEMIS & CO.

C
O
P
Y

May 10, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Would you please send me the balance due and unpaid on contracts of jobs completed by us, as I may not have the exact figures on some of these jobs. I think all jobs are completed as far as the work is concerned.

Yours truly,

/s/ Geo Lemis

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11 1951
FOR FILING

31-3417

[illegible]

Mrs Lewis

May 10, 1951

West Pacific Sales Co.
1825 S. W. Sixth Avenue
Portland 1, Oregon

Gentlemen:

Please accept our thanks for your letter of May 9 advising that your claim against Bemis and Company is now paid in full.

This claim was for materials used in the maintenance building in Eugene (State Highway Contract No. 3315).

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

WEST PACIFIC Sales Co.
DISTRIBUTORS OF INDUSTRIAL EQUIPMENT
1025 S. W. 6th Avenue • • Portland 1, Oregon • • BRoadway 3663

May 9, 1951

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Sir:

On April third you wrote us in connection with our claim against Bemis & Company for materials purchased for the Maintenance Building in Eugene.

This is to advise you that we have received a check in full for our claim against this structure and that Bemis & Company's account is now paid in full, by cash and compromise.

Thanking you for your past courtesies, we are

Yours very truly,

WEST PACIFIC SALES COMPANY

By: K. L. Tamiesie,
President

klt:pb

[illegible]

RECEIVED
MAY 11 1951
FOR FILING

3417

3315

Mrs Lewis

May 10, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated May 9 from West Pacific Sales Company stating that they have received a check in full for their claim against Bemis and Company, consisting of materials purchased for use in the maintenance building at Eugene (State Highway Contract 3315).

This is the claim regarding which we wrote you on February 13, 1951.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham and Bates
901 S. W. Washington
Portland 5, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
George Bemis
Portland Union Stockyards
North Portland, Oregon
G. W. Enfield

RECEIVED
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20-3417

3315

TWIN OAKS
BUILDERS SUPPLY CO
Wholesale and Retail
Phone 2600 - 669 High Street
Eugene, Oregon

COPY

April 27, 1951

State Highway Commission
Salem, Oregon

Gentlemen:

Please be advised that Bemis & Co., who owed us in excess of $2000.00 on February 9th, have paid their account with us in full.

Yours very truly,

TWIN OAKS BUILDERS SUPPLY CO.

/s/ John J. Rogers

JOHN J. ROGERS

JJR:vs

C
O
P
Y

April 26, 1951

Mr. C. E. Luckey
Attorney at Law
872 Broadway
Eugene, Oregon

Re: John J. Rogers et al. v. Pat Bemis,
doing business as Bemis and Company

Dear Sir:

We have been advised by Mr. George Bemis, brother of Pat Bemis, doing business as Bemis and Company, that Mr. George Bemis has paid John J. and C. H. Rogers in full for their claim against Bemis and Company.

We will appreciate being advised as to whether or not the claim which is the basis of the above-entitled action has been paid in full and whether a satisfaction of judgment has been entered in the above action, and whether the notice of attachment of property in the hands of the Highway Commission is still effective.

Yours very truly,

J. M. DEVERS

By

C. W. ENFIELD
Assistant Cousel

CWE:AWP
cc Mr. M. H. Hawke
Mr. H. B. Glaisyer

FORM E-123X 25M 4-50

RECEIVED
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

[illegible]-3119

3315

April 26, 1951

Mr. George Bemis
Bemis Commission Company
Portland Union Stock Yards
North Portland, Oregon

Re: Contracts Nos. 3292, 3299,
3311, 3315, and 3394

Dear Sir:

Enclosed herewith is a list of unpaid claims that have been filed with the Secretary of the State Highway Commission with respect to Contracts 3292, 3299, 3311, 3315, and 3394 between Bemis and Company and the State of Oregon, by and through its State Highway Commission.

I have been advised by the Bridge Department that the work has been completed on Contract No. 3299 and that the contract will be ready for final payment upon receipt of a request from Bemis and Company for a time extension and upon approval thereof. It will be appreciated if you will expedite the making of such request for time extension by Bemis and Company.

So that this office may be advised as to the action that should be taken as to the making of payment upon these contracts, we will appreciate being informed of the status of payment of each of the several claims set forth on the list enclosed herewith.

Yours very truly,

J. M. DEVERS

By

C. W. Enfield
Assistant Counsel.

Enclosure
CWE:AWP
cc Durham and Bates
Bemis and Company
Mr. Cecil Gardiner
Mr. H. B. Glaisyer
Mr. M. H. Hawke

123X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

LIST OF UNPAID CLAIMS FILED AGAINST BEMIS AND COMPANY ON 4 CONTRACTS

CONTRACT NO. 3292, VENETA MAINTENANCE BLDG.:

			Balance as of April 20, 1951
8-15-50	Overhead Door Co.	Materials and Labor	$ 900.00
12-9-51	Mercer Steel Co., Inc.	Materials	292.92
12-11-50	Al Clements Lumber Co.	Materials	751.73
2-23-51	Smithwock Concrete Products	Haydite Blocks	2,055.46
1-16-51	L. R. Kibbe	Painting	366.00
2/12-51	A. V. Lusby	Labor & Materials (6% int. from 1/31)	293.18
2/12/51	F. E. Baker	Plumbing	130.00
2-14-51	Eugene Sand & Gravel Co.	Material	714.45

CONTRACTS NO. 3299, JEWELL MAINTENANCE BLDG.:

There are no outstanding claims of record

CONTRACT NO. 3311, FOSSIL MAINTENANCE BLDG.:

1-16-51	Kinzua Pine Mills Co.	Lumber	237.35
4-13-51	Mac's Electric	Electrical work	265.00

CON~~S~~TRACT NO. 3315, EUGENE STORAGE MAINTENANCE BLDG.:

12/23-51	L. R. Kibbe	Painting	348.00
2-5-51	West Pacific Sales Co.	Material	230.81
2-14-51	Eugene Sand & Gravel Co.	Material	332.20

CON~~S~~TRACT NO. 3394, ADDITION TO PRINEVILLE MAINTENANCE BLDG.:

1/22/51	Tum-a-Lum Lumber Co.	Material	(As of April 23, 1951) 389.50

RECEIVED
OCT 1[illegible] 1951
FOR FILING

[illegible]

[illegible]

BEMIS & COMPANY
CONTRACTORS
Livestock Exchange Building
North Portland, Oregon

April 17, 1951

Mr. R. H. Boldock
State Highway Engineer
Salem, Oregon

Dear Mr. Boldock:

Writing you regarding the final payments on the State Highway Contracts No. 3292, 3299, 3311, 3315 and 3394. These jobs have been all completed to the best of my Knowledge. I was just wondering when we could expect vouchers for completion of payments. Would appreciate hearing from uou at your earliest convenience. Please send all correspondence to this address.

Yours very truly,

Geo Bemis (Signed)

GB:bg

Noted
W. C. Williams

Received
April 18, 1951
Oregon State Highway Commission
Bridge Department.

RECEIVED
FOR FILING

WEST PACIFIC
Sales Co.
DISTRIBUTORS OF INDUSTRIAL EQUIPMENT
1025 S. W. 6th Avenue · · Portland 1, Oregon · · BRoadway 3663

April 9, 1951

[illegible]
H. B. GLAISYER

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

In reply to your letter of April 3rd relative to the matter of our claim against Bemis and Company for material furnished in connection with the construction of a maintenance storage building at Eugene, this is to advise you that our account is still open and unpaid in the amount of $230.81.

We have had some telephone conversation with Mr. Bemis' brother in that he would take care of this amount in full, but we have not yet seen the color of their money. Consequently, we anticipate taking action against the bond provided unless we do receive it.

Thanking you for your interest in this matter, we are

Yours very truly,
WEST PACIFIC SALES COMPANY

BY: K. L. Tamiesie,
President

KLT:ew

query - [illegible]

NOTED
F. QUERY

4-[illegible]

RECEIVED
FOR FILING
3?-3417
2315

P. O. BOX 1067

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

April 5th 1951

H.B.Glaisyer, Sec.,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:-

We have received a check from Mr. Bemis a brother of Mr. Bemis of Bemis Construction Co. for an amount of $300.00 which leaves a balance of $1046.65 still due.

When this payment was made Mr. Bemis informed us that he would attempt to take care of all of this balance, to help his brother., however we cannot release our claim until the account is satisfied in full.

Thanking you, we remain,

Yours truly,

Eugene Sand & Gravel Co.,

By

[illegible]

[illegible]

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

RECEIVED
APR 11 1951
FOR FILING

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . . Telephone 6446J1 4 - 4 - 51 . . . EUGENE, OREGON

20-3417

3315

SECRETARY
OREGAN STATE HIGHWAY COMMISSION
SALEM ORE.

DEAR SIR:

IN REPLY TO YOUR LETTER OF THE 2nd. OF APRIL. I HAVE A CLAIM IN YOUR OFFICE .BEMIS & CO. FOR THE PAINTING OF THE MAINTENANCE BUILDING AT EUGENE. CONTRACT # 3315 FOR $348.00.SENT IN ON DEC. 23.

AND A CLAIM DATED JAN. 22 ON THE MAINTENANCE BLD. AT VENETA ORE. CONTRACT # 3292 FOR THE SUM OF $466.00. I RECEIVED A CHECK FROM GEO. BEMIS FOR $100.00 PAID ON ACCOUNT.

L.R. KIBBE

YOURS TRULY

L R Kibbe

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[illegible]
FOR FILING

20-3417

[illegible]

April 3, 1951

West Pacific Sales Company
1825 S. W. 6th Avenue
Portland 1, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed a claim against Bemis and Company for material furnished them in connection with the construction of a maintenance storage building at Eugene, the amount of said claim being unstated.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claim has been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

NOTED ON CARD

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3315

April 2, 1951

Mr. C. E. Luckey
Attorney at Law
Suite 309 I.O.O.F. Bldg.
Eugene, Oregon

Dear Mr. Luckey:

The records of the State Highway Commission reveal that sometime ago Twin Oaks Builders' Supply Company attached monies owing to Bemis and Company for work performed under several highway contracts, particularly construction of buildings at Veneta, Eugene, Jewell, Fossil and Prineville, the total of their claim being $1,971.88.

I have been informed that the claim has been satisfied and the attachment released. Will you please write me and verify the information if it is correct.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

[illegible]

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APR [illegible] 1951
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20-[illegible]

3315

April 2, 1951

Eugene Sand & Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

The records of the State Highway Commission reveal that you have filed two claims against Bemis and Company for material furnished them in connection with highway contracts for building construction at Veneta and Eugene, said claims being in the amount of $864.45 and $482.20 respectively.

The Highway Commission has been informed that arrangements have been made for payment of all claims against the Bemis and Company jobs, and I am writing to you to inquire whether or not your claims have been satisfied in full. An early reply will be appreciated.

Respectfully yours

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:gl

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FOR FILING

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3315

Salem, Oregon
March 6, 1951

W. H. Hawke
Auditor

I attach a copy of my letter to you, dated January 4,1951, in which I requested that you hold up all payments on Bemis and Company's contracts until further advised due to attachment which has been served in this office by the Twin Oaks Builders' Supply Co.

The purpose of this note is simply to clarify any misunderstanding which you may have as to what was intended. The instructions are to apply to payments in connection with all the Bemis and Company Contracts, Nos. 3292, 3299, 3311, 3315 and 3394.

Please continue to withhold payments until further advised by this office. Thank you.

Secretary

HHG:gl

Encls.

NOTED ON CARD

C
O
P
Y

Salem, Oregon
January 4, 1951

M. M. Hawke
Auditor

This is to confirm our telephone conversation of December 4 in which you were requested to hold up all payments to Bemis & Company due to a writ of attachment served in this office by the Twin Oaks Builders Supply Company.

Please hold up all payments on Bemis & Company contracts until further advised.

Secretary

FAQ/fm

1-4-51

K 25M 4-50

COMMISSIONERS
EN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 2, 1951

C O P Y

Mr. Denver Young
Marion County Sheriff
Salem, Oregon

Re: John J. Rogers, et al
v.
Pat Bemis

Dear Mr. Young:

This letter is written in reponse to the writ of attachment and notice of attachment in the above-entitled case served upon Mr. H. B. Glaisyer, Secretary for the Oregon State Highway Commission on December 4, 1950.

You are advised that Pat Bemis, doing business as Bemis and Company, presently is engaged in construction work for the State Highway Commission under five contracts, bearing numbers as follows: 3292, 3299, 3311, 3315, and 3394. None of these contracts have been completed and no estimates are presently payable upon any of the five contracts, and the Commission's Auditor is now holding in the form of holdbacks the sum of $2,527.79, which sum, together with additional holdbacks, will be payable to the contractor upon completion of the several jobs.

Highway funds are declared by law to be trust funds, and monies due a contractor upon contract with the Commission cannot be assigned or otherwise employed if such would jeopardize claims of laborers and materialmen who have furnished labor or materials in the accomplishment of the contract with the State. If the claim involved in this suit, and for which the attachment is made, is for labor or materials furnished in connection with the above contracts, then at least a part of the funds in the custody of the Commission are subject to such attachment to the extent of the amount of the claim with respect to the particular contract, but if the claim is unrelated to the job, then the only money earned by the contract which would be subject to the attachment would be that money in excess of the claims of materialmen and laborers in connection with the particular contracts.

We have advised our Auditor to withhold from final settlement sufficient money to cover the amount of this claim until it can be determined whether the plaintiff has a right to money earned under the contract.

cc - H. B. Glaisyer
M. H. Hawke

Yours very truly,

J.M.DEVERS
By
C.W. Enfield, Assistant Counsel

NOTED ON CARD
1-21-51
gl

CWE:avh

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FOR FILING

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Mrs Lewis

March 1, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of February 27 to which was attached three copies of two claims against Bemis and Company in favor of Eugene Sand and Gravel Company. One of these claims is in the sum of $864.45 for materials furnished on State Highway Contract No. 3292, your file No. 3272; the other claim is in the sum of $482.20 for materials furnished on State Highway Contract No. 3315, your file No. 3273.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

February 27, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received and filed as of this date, a Notice of claim by EUGENE SAND & GRAVEL CO., of Eugene, Oregon, for Sand, Gravel, Ready-mixed concrete & delivery of materials, in the sum of $864.45, against the bond taken from Bemis Construction Co., Principal and Peerless Casualty Co., Surety, for the work of constructing maintenance building at Veneta, Oregon. State Highway Contract No. 3292.
Our File No. 3272.

We have also received and filed as of this date, a Notice of Claim by EUGENE SAND & GRAVEL CO., of Eugene, Oregon, for Sand Gravel Cement Ready-mixed concrete & delivery of materials, in the sum of $482.20, against the bond taken from Bemis Construction Co., Principal, and Peerless Casualty Co., Surety, for the work of constructing maintenance building at Eugene, Oregon. State Highway Contract No. 3315.
Our File No. 3273.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

RECEIVED
FOR FILING

Mrs Lewis

March 1, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agents
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

Attached are two claims filed with the Secretary of State by the Eugene Sand and Gravel Company against Bemis and Company. One of these claims, in the sum of $864.45, is for materials furnished to Bemis under State Highway Contract No. 3292 for construction of a maintenance building at Veneta. The other claim, in the sum of $482.20, is for materials furnished to Bemis on State Highway Contract No. 3315 for construction of a maintenance building at Eugene. These two claims were previously filed in this office on February 14 in a lump sum amount of $1,346.65 and concerning which we wrote you on February 16.

This information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with contracts 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAG:md
Attach.

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire
Durham & Bates
901 S. W. Washington
Portland 5, Oregon
Mr. M. S. Waterbury
Board of Trade Building
Portland 4, Oregon
Bemis and Company
2376 S. E. 45th Street
Portland, Oregon
Bemis Commission Co.

PY

P. O. Box 1067 Office Phone 5-3355

EUGENE SAND & GRAVEL CO.

Washed Sand Gravel and Crushed Rock
Excavating and General Contracting

East End of 8th Avenue
EUGENE, OREGON

Feb. 19th 1951

To State Highway Commission, Salem, Oregon.

Notice is hereby given That the undersigned Eugene Sand & Gravel Co. of Eugene, Oregon, has a claim for Sand Gravel Cement Ready-mixed concrete & delivery of materials, in the sum of $482.20, Four Hundred Eighty Two & 20/100 dollars against the bond taken from Bemis Construction Co. and Peerless Casualty Co., for the work of constructing maintenance building at Eugene, Oregon, under State Highway Contract # 3315.

Eugene Sand & Gravel Co.,

By A. F. Backberg,
Off. Mgr.

Ready Mix Concrete
Crushed Rock
Washed Sand & Gravel
Fill Dirt & Gravel
Garden Loam
Quarry Rock

Endorsed:
File No. 3273
FILED FEB. 27, 1951
EARL T. NEWBRY, Secretary of State

P. O. Box 1067 Office Phone 5-3355

EUGENE SAND & GRAVEL CO.

Washed Sand, Gravel and Crushed Rock
Excavating and General Contracting

East End of 8th Avenue
EUGENE, OREGON

Feb. 19th 1951

To State Highway Commission, Salem, Oregon.

Notice is hereby given that the undersigned Eugene Sand & Gravel Co., of Eugene, Oregon, has a claim for Sand, Gravel, Ready-mixed concrete & delivery of materials, in the sum of $864.45 Eight Hundred Sixty Four & 45/100 Dollars against the bond taken from Bemis Construction Co., and Peerless Casualty Co., for the work of constructing maintenance building at Veneta, Oregon. under State Highway Contract # 3292.

EUGENE SAND & GRAVEL CO.

By A. F. Backberg
Off. Mgr.

Ready Mix Concrete · Crushed Rock · Washed Sand & Gravel · Fill Dirt & Gravel · Garden Loam · Quarry Rock

Endorsed:
File No. 3272
Filed FEB. 27, 1951
EARL T. NEWBRY, Secretary of State

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING
EAST END OF 8TH AVENUE
EUGENE, OREGON

Feb. 19th 1951

3292
3310

H.B.Glaisyer,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:-

We have your letter regarding Bemis & Co., and we are forwarding to the Secretary of State copy of notice which is enclosed herewith.

Thanking you, We are,

Yours truly,

Eugene Sand & Gravel Co.,

By
Off. Mgr.

[illegible]

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

Feb. 19th 1950

To State Highway Commission, Salem, Oregon.

Notice is hereby given that the undersigned Eugene Sand & Gravel Co., of Eugene, Oregon, has a claim for Sand, Gravel, Ready-mixed concrete & delivery of materials, in the sum of $864.45 Eight Hundred Sixty Four & 45/100 Dollars against the bond taken from Bemis Construction Co., and Peerless Casualty Co., for the work of constructing maintenance building at Veneta, Oregon. under State Highway Contract # 3292.

EUGENE SAND & GRAVEL CO.
By
Off. Mgr.

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

OFFICE PHONE 5-3355

EUGENE SAND & GRAVEL CO.

WASHED SAND, GRAVEL AND CRUSHED ROCK
EXCAVATING AND GENERAL CONTRACTING

EAST END OF 8TH AVENUE
EUGENE, OREGON

Feb. 19th 1951

To State Highway Commission, Salem, Oregon.

Notice is hereby given That the undersigned Eugene Sand & Gravel Co. of Eugene, Oregon, has a claim for Sand Gravel Cement Ready-mixed concrete & delivery of materials, in the sum of $482.20, Four Hundred Eighty Two & 20/100 dollars against the bond taken from Bemis Construction Co. and Peerless Casualty Co., for the work of constructing maintenance building at Eugene, Oregon, under State Highway Contract # 3315.

Eugene Sand & Gravel Co.,
By
Off. Mgr.

READY MIX CONCRETE ✓ CRUSHED ROCK ✓ WASHED SAND & GRAVEL ✓ FILL DIRT & GRAVEL ✓ GARDEN LOAM ✓ QUARRY ROCK

RECEIVED
FOR FILING
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3315

February 16, 1951

Eugene Sand & Gravel Company
P. O. Box 1067
Eugene, Oregon

Gentlemen:

Your letter of February 14 in which you advise that Bemis and Company owes you $1,346.65 for sand, gravel, and concrete furnished for the construction of state buildings in Eugene and Veneta has been received. Bemis and Company were awarded both of these contracts by the State Highway Commission. One is for the construction of a maintenance building at Veneta (State Highway Contract No. 3292), and the other is for construction of a maintenance building at Eugene (State Highway Contract No. 3315). The Peerless Casualty Company furnished the performance bonds for both contracts. Their agent in Contract No. 3292 is M. B. Waterbury, Board of Trade Building, Portland 4; and in Contract No. 3315 the agent is Durham and Bates, 901 S. W. Washington, Portland 5. Neither of these contracts has been completed.

Your claim will be noted in our records and we will advise the surety and the contractor that it has been received. In order to clarify the claim as it pertains to each of the contracts, we would appreciate receiving a statement advising us how much of the claim is applicable to each one of the contracts.

The performance bond furnished by Peerless Casualty Company not only assures completion of the job but payment of all labor and materials bills incurred in connection with the contracts. If you wish to protect your claim for a period longer than six months following completion of the contracts and acceptance by the Commission, it is suggested that you file your claims with the Secretary of State. For your convenience in preparing such a filing there is enclosed excerpts from the Oregon Law outlining the necessary procedure.

Very truly yours

RECEIVED
FOR FILING

[illegible]

3315

February 16, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland, 4, Oregon

Gentlemen:

We have received a letter dated February 14 from Eugene Sand and Gravel Company, Post Office Box 1067, Eugene, advising that Bemis and Company owes them the sum of $1,346.65 for sand, gravel, and con-furnished during the months of August, September and October, 1950, in connection with the contractor's construction of maintenance buildings in Eugene and Veneta. This claim, apparently, pertains to State Highway Contract No. 3292 for construction of a maintenance building at Veneta and to State Highway Contract No. 3315 for construction of a maintenance building in Eugene. The claimant does not state how much of their claim is applicable to each job; however, we have asked them to provide this information.

The above information is provided as the Peerless Casualty Company appears as surety on the performance bonds furnished with State Highway Contracts No. 3292 and 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. M. B. Waterbury
Board of Trade Building
Portland 4, Oregon

Bemis and Company
2376 S. W. 45th Street
Portland, Oregon

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P. O. Box 1067

Baldoc!

Office Phone 5-3355

EUGENE SAND & GRAVEL CO.

Washed Sand, Gravel and Crushed Rock
Excavating and General Contracting

East End of 8th Avenue
EUGENE, OREGON

Feb. 14th 1951

NOTED
State Highway Engineer

H.B.Glaisyer,
Oregon State Highway Department
Salem, Ore.

Dear Mr. Claisyer:-

In construction of shop building for the State Highway Department in Eugene and Veneta Bemis & Co., of 2376-S.E.45th St. Portland Oregon, was furnished sand gravel and concrete in the amount of $1346.65 by us during the months of August, September and October 1950, which was delivered to these jobs.

We have requested payment for these materials on several occasions but have not received payment.

Any assistance you can give us in securing payment for these balances will be appreciated, or furnish us with the name of the bonding Company from whom he secured his Bond.

Thanking you, We remain,

Yours truly,

Eugene Sand & Gravel Co.,

By /s/ A. F. Backberg

RECEIVED
FEB 14 1951
FOR FILING

SC-3417

3315

Mrs Lewis

February 13, 1951

Peerless Casualty Company
Rathbone, King & Seeley, Agent
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter from West Pacific Sales Company, 1825 S. W. Sixth Avenue, Portland 1, advising that Bemis and Company owe them an unstated amount for materials furnished the contractor in connection with the construction of a maintenance storage building at Eugene, State Highway Contract No. 3315.

This information is provided as the Peerless Casualty Company appears as the surety on the performance bond furnished with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

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FOR FILING

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3315

Mrs Lewis

February 13, 1951

West Pacific Sales Company
1825 S. W. 6th Avenue
Portland 1, Oregon

Gentlemen:

Your letter of February 5, addressed to the Oregon State Board of Control, has been forwarded to this office.

Bemis and Company were awarded State Highway Contract No. 3315 for the construction of a maintenance building at Eugene in Lane County. Peerless Casualty Company, through their agent, Durham and Bates, 901 S. W. Washington, Portland 5, furnished the performance bond for the above-mentioned contract. This bond is provided with all state highway contracts to assure the payment of all just labor and materials bills in connection with the contract.

You do not, in your letter, mention the amount of your claim or whether it is for materials or services rendered.

This contract has not yet been completed, but in the event that you may wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Law outlining the necessary procedure.

We will notify the surety and the contractor that you have advised us of an unpaid claim on this contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible] ON CARD

WEST PACIFIC Sales Co.
DISTRIBUTORS OF INDUSTRIAL EQUIPMENT
1825 S. W. 6th Avenue · · Portland 1, Oregon · · BRoadway 3663

February 5, 1951

~~The Board of Control~~
~~State of Oregon~~
~~Salem, Oregon~~

3315

Gentlemen:

We are advised that the Peerless Casualty Company has furnished a Payment and Completion Bond to the State of Oregon for the construction of the Oregon State Highway Maintenance Building at Eugene, Oregon, Bemis and Company of 2376 S.E. 45th Avenue, Portland 15, Oregon, being the contractors under such bond.

This is to advise you that we have in our opinion furnished material for this construction and our account has not been paid. We are therefore, intending to take action to protect ourselves against this bond.

If this is not in order, kindly advise at your earliest opportunity. Thanking you, we are

Yours very truly,

WEST PACIFIC SALES COMPANY

BY: K. L. Tamiesie,
President

KLT:ew

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FEB 13 1951
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

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30 1951
FOR FILING

January 25, 1951

COPY

Peerless Casualty Company
Rathbone, King and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

On January 19 we wrote you that L. R. Kibbe, 425 Fir Acres, Eugene had filed a claim in this office against Bemis and Company in the amount of $466 for painting the maintenance building at Veneta, Oregon, State Highway Contract No. 3315.

We wrote to Mr. Kibbe requesting clarification of this claim, and on January 23 we received a letter in which he stated that his claim for $466 is against Bemis and Company on State Highway Contract No. 3292 for painting of the maintenance building at Veneta. This information is provided as the Peerless Casualty Company sppears as surety in connection with Contract No. 3292.

original

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

cc Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
Bemis and Company
M. B. Waterbury

January 25, 1951

COPY

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Sir:

We have your letter of January 22, advising that the claim reported to us in your letter of January 16 should be against Contract No. 3292 for painting of the maintenance building in Veneta, Oregon, the principal contractor being Bemis and Company. Our records will be changed accordingly, as previously this claim has been noted as being against Contract No. 3315.

Thank you for clarifying this matter.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr

L. R. KIBBE
Painting Contractor
425 Fir Acres
Eugene, Oregon

I - 22 - 50

COPY

H. B. GLAISYER

SEC. STATE HIGHWAY COMM.

SALEM, ORE.

DEAR SIR:

CORRECTION

IN MY LETTER OF THE JAN 16th. I SHOULD HAVE ENTERED CLAIM TO JOB CONTRACT # 3292. MAINTTENANCE BUILDING AT VENETA ORE. BUILT BY BEMIS & CO. MY CLAIM AGAINST THIS BUILDING FOR PAINTING IS $466.00.

YOURS TRULY

/s/ L. R. Kibbe

L. R. KIBBE

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January 19, 1951

Peerless Casualty Company
Rathbone, King & Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have received a letter dated January 16 from L.R. Kibbe, 425 Fir Acres, Eugene, Oregon, advising that he has a claim against Bemis and Company in the amount of $466.00 for painting the garage and maintenance building at Veneta, Oregon, State Highway Contract No. 3315.

On December 27, we advised that Mr. Kibbe had filed a claim with this office for painting on the above contract in the amount of $348.00. We have asked Mr. Kibbe to let us know if this last claim is a revised amount or if it is another separate claim in addition to the one filed in December.

This information is furnished as the Peerless Casualty Company appears as surety on the bond which was furnished in connection with Contract No. 3315.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Peerless Casualty Company
19 Federal Street
Keene, New Hampshire

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Bemis and Company
2376 S. E. 45th Street
Portland, Oregon

RECEIVED

FOR FILING

Eugene

[illegible] contract # 3315 [illegible] bldg

2-3417

3315

C. E. LUCKEY
LAWYER
SUITE 309 I.O.O.F. BUILDING
87 EAST BROADWAY
EUGENE, OREGON
TELEPHONE 4-1437

January 16, 1951

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

[illegible] MHH

1/25 Enfield says he bonded last time & so everything and this year. [illegible] 3/1/51 checked again w/ Enfield & says he turned the matter over to [illegible]. He will check his files & let me know [illegible] MHH

Re: John J. Rogers, et al., vs. Pat Bemis

Dear Mr. Glaisyer:

The letter of Mr. C. W. Enfield, Assistant Counsel, to Mr. Denver Young, Marion County Sheriff, relating to the above entitled cause has been referred to me as attorney for John J. Rogers, et al., Plaintiff.

I have checked with the Plaintiff and find that his complaint is for an account stated for materials furnished in connection with storage maintenance shops job at Eugene, Oregon, your contract No. 3315.

Therefore, we respectfully request that the writ of attachment and notice of attachment in the above entitled case served upon Mr. H. B. Glaisyer, Secretary of the Oregon State Highway Commission, on December 4, 1950, be considered in light of the Plaintiffs furnishing the materials under contract No. 3315, Storage Maintenace Shops at Eugene, Oregon.

Any monies due the contractor over and above the amounts necessarily held in trust under the other contracts in the event that the amount available under 3315 be not sufficient we request be made subject to the attachment of the Plaintiff, and we would be appreciative of your advising us as to the approximate date a portion of these funds may be released to the Court under the attachment.

The Defendant has filed no answer and the time has long since expired and we have this date taken a default judgment against the Defendant.

Respectfully yours,

C E Luckey
C. E. Luckey
Attorney at Law

3/6/51 We haven't been handling this MHH

CEL:meg
cc:C. W. Enfield
M. H. Hawke

RECEIVED
JAN 22 1951
FOR FILING

Williams

L. R. KIBBE, PAINTING CONTRACTOR

425 Fir Acres . . . . . Telephone 6446J1 .1 -.16 - 5J. . Eugene, Oregon

[illegible]

[illegible]

H. B. Glaisyer

Sec. State Highway Comm.

Salem Ore.

Dear Sir:

I wish to file a claim against Bemis & Co. of Portland Ore. for the painting of the garage and maintenance building at Veneta Ore. Job contract # 3315. The amount of my claim is $466.00.

/s/ L. R. Kibbe

Correction made
by Bemis see
letter Jan 22
answer " 25
in file #
3315 – Veneta Bldg

RECEIVED
1950
FOR FILING

Mrs. Lewis

10-2411

3315

December 27, 1950

Mr. L. R. Kibbe
425 Fir Acres
Eugene, Oregon

Dear Sir:

This is to acknowledge your letter of December 23 in which you advise that you have a claim against Bemis and Company for painting of the maintenance building at Eugene, State Highway Contract No. 3315. Your claim, you state, is in the amount of $348.00.

This claim will be noted on our records, and we will advise the surety and the contractor that it has been received. With each State Highway contract, a performance bond is required which assures completion of the work and payment of all labor and material bills incurred in connection with the contract.

Peerless Casualty Company, whose agent is Durham and Bates, 901 S. W. Washington, Portland 5, Oregon, furnished the performance bond for the above contract.

If you feel that it is necessary to protect your claim for a period longer than six months following completion of the job and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in filing such a claim, there is attached an excerpt from the Oregon laws outlining the procedure.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ehr
Enclosure

NOTED ON CARD

L. R. Kibbe, PAINTING CONTRACTOR

INTERIOR ☆ EXTERIOR ☆ DECORATING ☆ SPRAY OR BRUSH ☆ PAPER HANGING

425 Fir Acres . . . . Telephone 6446J1 12 - 23 - 50 . . EUGENE, OREGON

H.D. GAISYER
SECRARTARY STATE HIGHWAY COMM.
SALEM ORE.

DEAR SIRS:

I WISH TO FILE A CLAIM FOR THE PAINTING OF THE MAINTAINANCE & GARAGE BUILT AT EUGENE ORE. BY BEMIS & CO. OF PORTLAND. CONTRACT # 3315.

MY CLAIM IS THE AMOUNT OF MY CONTRACT $348.00

YOURS TRULY

L.R. KIBBE

Mrs Lewis

December 27, 1950

Peerless Casualty Company
Rathbone, King, and Seeley
310 S. W. Fourth Street
Portland 4, Oregon

Gentlemen:

We have today received a letter from L. R. Kibbe, painting contractor, 425 Fir Acres, Eugene, Oregon, advising that he has a claim against Bonis and Company in the sum of $348.00 for painting the maintenance building at Eugene, the State Highway Contract No. 3315.

He does not provide any information as to when the work was done.

This information is provided as the Peerless Casualty Company appears as surety on the bond furnished in connection with Contract No. 3315.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:ohr

cc Durham and Bates
cc Bonis and Company
cc Peerless Casualty Company

W. C. Williams ✓

COPY

L. R. KIBBE
Painting Contractor
425 Fir Acres
Eugene, Oregon

12 - 23 - 50

NOTED
W. C. WILLIAMS

H. D. GAISYER
SECRARTARY STATE HIGHWAY COMM.
SALEM ORE.

DEAR SIRS:

I WISH TO FILE A CLAIM FOR THE PAINTING OF THE MAINTAINANCE & GARAGE BUILT AT EUGENE ORE. BY BEMIS & CO. OF PORTLAND. CONTRACT # 3315.

MY CLAIM IS THE AMOUNT OF MY CONTRACT $343.00.

YOURS TRULY

s/s L. R. Kibbe

L. R. KIBBE

~~Ben R. Chandler~~

cc Charles H. Reynolds
M. K. McIver
R. H. Baldock
W. C. Williams ✓

RECEIVED
DEC 12 1950
FOR FILING

JC - 3417

3315

December 12, 1950

J. W. Copeland Yards
119 - 135 S. E. Main Street
Portland 14, Oregon

Attention: Mr. D. E. Graham

Gentlemen:

On October 6 at your request we forwarded a certified copy of Contract 3315 containing a copy of the contract bond. To date we have not received an affidavit of claim from your office. Inasmuch as we are required to secure such affidavit upon the issuance of certified copies of contracts, we would much appreciate receiving the affidavit as soon as possible.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

RECEIVED
MAY 23 1950
FOR FILING

20-3417

3315

May 22, 1950

Bemis and Company
2376 S. E. 45th St.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, two fully executed copies of contracts which were awarded to you by the Highway Commission, as follows:

Contract No. 3311, covering construction of maintenance building at Fossil in Wheeler County, awarded April 24, 1950.

Contract No. 3315, for construction of storage maintenance building at Eugene in Lane County, awarded April 25, 1950.

An executed copy of each of the above contracts is also being sent to the surety on your bonds.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encls. 2

Recorded 5/2 [illegible]

RECEIVED
APR 27 1950
FOR FILING

2r-417

3315

April 27, 1950

Remis and Company
2376 S. E. 45th Avenue
Portland, Oregon

Gentlemen:

The State Highway Commission on April 25, 1950 awarded you the contract for construction of a masonry block equipment storage building at Eugene Maintenance Yard, Lane County. This award was based on your low bid of $8,417.08 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

21-4222 Newport Bridge Painting 1950

#3316

RECEIVED
NOV 1 - 1950
FOR FILING

21-4222

3316

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 30, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3316	4-final	Saxon Painting Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17775	2987	$ 3,692.85	10/27/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Oct. 31, 1950

Time Extensions: None required

Completion Date: Sep. 27, 1950

Date Accepted: Oct. 26, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-31-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 31 1950
A. A. Wicklander

RECEIVED
OCT 1 6 1950
FOR FILING

21-4222

3316

October 13, 1950

National Surety Corporation
4 Albany Street
New York 6, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3316, for painting the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County, has been completed by the contractor, Saxon Painting Co., and that final payment in the amount of $3,692.85 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $24,870.00, and that no force account work was performed on the project. This contract was completed on September 27, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Phil Grossmayer Co.
Equitable Bldg.
Portland 5, Oregon

NOTED ON CARD
11-13-50

RECEIVED
JUN 21 1950
FOR FILING

21-4223
3-1

Files

June 19, 1950

C. D. Ogden, Vice President
The Puget Sound National Bank
Tacoma 1, Washington

Dear Mr. Ogden:

This acknowledges your letter of June 16 enclosing the original and duplicate copies of an assignment given by the Sauen Painting Company to The Puget Sound National Bank of Tacoma of all monies due or to become due to the Company from the State of Oregon in connection with State Highway Contract No. 3316 for painting the Yaquina Bay Bridge. I also acknowledge the letter from the National Surety Corporation consenting to this assignment.

The assignment and the letter of consent appear to be in order and we will be pleased to honor the assignment in conformity with the provisions thereof.

Respectfully yours,

HDG

Secretary
OREGON STATE HIGHWAY COMMISSION

cc - Sauen Painting Co.
Malcolm H. Hawke
Floyd Query

M.H. Hawke: I attach for your information a signed copy of the assignment and a copy of the letter from the National Surety Corporation. The originals of these are being filed with our copy of the contract.

Floyd Query: Attached hereto are the original assignment and the original letter from the National Surety Corporation consenting thereto.

NOTED ON CARD
6-19-50 g.s.

THE PUGET SOUND NATIONAL BANK

ESTABLISHED 1890

TACOMA 1, WASHINGTON

C. D. OGDEN
VICE PRESIDENT

June 16, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This will acknowledge your letter of June 12th referring to the assignment given us by the Saxon Painting Company covering the painting of the Yachina Bay Bridge.

We have secured the signature of the Saxon Painting Company and are enclosing the original and one copy as you requested.

We are also enclosing a letter addressed to you signed by the agent for the surety.

We trust that this will put this transaction in order so that you can recognize the assignment.

Very truly yours

Vice President

CDO:hdb
Enclosure

ACKNOWLEDGED
H. B. GLAISYER

[illegible] ON CARD
6-19-50

RECEIVED
JUN 12 1950
FOR FILING

21-4222

3316

June 12, 1950

Mr. C. D. Ogden, Vice President
The Puget Sound National Bank
Tacoma 1, Washington

Dear Mr. Ogden:

This acknowledges receipt of your letter of June 8, enclosing an original and duplicate copy of an assignment given by the Saxon Painting Company to the Puget Sound National Bank of Tacoma of all sums due or to become due them from the State of Oregon in connection with the painting of the Yaquina Bay Bridge, State Highway Contract #3316.

I am sorry that we cannot honor the assignment in its present form. We will be glad to do so, however, if the assignment is made on the standard form that has been adopted by the Highway Commission and provided the assignment is consented to by the surety on the bond furnished by the Saxon Painting Company in connection with this job.

I enclose five copies of the form referred to, which has been filled in in conformity with the assignment which you have prepared. Please have the Saxon Painting Company execute all copies, and then return the original and one copy to me for further handling.

Also, furnish the Highway Commission with a letter from the bonding company consenting to the assignment. Our records show that this bond was written by the National Surety Corporation, Arthur H. Middleton, Its Attorney-in-Fact, for whom Phil Grossmayer Company is Resident Agent.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:amc
Encl.

12-41

ST OF OREGON—HIGHWAY DEPA ENT

ASSIGNMENT OF CLAIM

FOR THE CONSIDERATION OF [illegible]

($..................) Dollars, to us paid, [illegible]

the within claim for [illegible] hereby sell, assign and transfer

[illegible] No. 1820-G,

to [illegible]

said [illegible] and authorize and empower

and in [illegible] name, place and stead, to verify said claim and to sign, receipt for and receive any warrant which may hereafter be drawn on the Treasurer of the State of Oregon or the various counties within said State of Oregon in payment of said claim, and to indorse said warrant for payment by said Treasurer; provided, however, that nothing herein shall in any manner supersede or defeat the state's prior and superior claim and interest in and to said funds, and provided further that this assignment is subject to all of the provisions of Section 100-119, O. C. L. A., and, if the same is honored, either in whole or in part, by the State Highway Commission, such action by the Commission shall be controlled at all times by the terms of said statute, not only with respect to payments made but likewise with respect to future payments. to act as agent for us

Witness my hand this .... day of ...., 19.......

Executed in the presence of us as witnesses:

....

....

....

....

STATE PRINTING DEPT.

THE PUGET SOUND NATIONAL BANK
ESTABLISHED 1890
TACOMA 1, WASHINGTON

C. D. OGDEN
VICE PRESIDENT

June 8, 1950

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed are two executed copies of an assignment given this bank by the Saxon Painting Company of Tacoma, Washington, covering the proceeds of a contract entered into by that company with you for the painting of the Yachina Bay Bridge under date of April 25, 1950. We would appreciate it very much if you would acknowledge receipt of the assignment by signing the copy of this letter in the space provided and returning it to us.

If Oregon laws do not permit you to accept this assignment we would appreciate it if you would note your records and send your warrant when it is issued to us payable to the Saxon Painting Company. If this latter course should be necessary we would appreciate a letter from you.

Very truly yours

C D Ogden
Vice President

CDO:hdb
Enclosure

RECEIVED
[illegible] COMMISSION

ANSWERED
[illegible]

THE PUGET SOUND NATIONAL BANK

TACOMA, WASHINGTON

June 8, 1950

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Enclosed are two executed copies of an assignment given this bank by the Saxon Painting Company of Tacoma, Washington, covering the proceeds of a contract entered into by that company with you for the painting of the Yachina Bay Bridge under date of April 25, 1950. We would appreciate it very much if you would acknowledge receipt of this assignment by signing the copy of this letter in the space provided and returning it to us.

If Oregon laws do not permit you to accept this assignment we would appreciate it if you would note your records and send your warrant when it is issued to us payable to the Saxon Painting Company. If this latter course should be necessary we would appreciate a letter from you.

Very truly yours

Vice President

CDO:hdb
Enclosure

Receipt is hereby acknowledged of the above mentioned/ ~~[illegible]~~ assignment. The amount and terms agree with our records with exceptions, if any, as noted below. Remittance will be made direct to The Puget Sound National Bank of Tacoma.

Exceptions:

____

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That EARL SAXON, doing business as SAXON PAINTING COMPANY, hereinafter referred to as the "Assignor", for a valuable consideration to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and turn over unto The Puget Sound National Bank of Tacoma, a national banking corporation, all sums due or to become due, with interest, if any, to said Assignor under and by reason of a certain sub-contract issued to said Assignor by the

STATE OF OREGON, by its STATE HIGHWAY COMMISSION

on the 25th day of April, 1950, for the cleaning and painting of the YAQUINA BAY BRIDGE, BRIDGE NO. 1820-G. The total sum to be paid the sub-contractor is $24,870.00.

A duplicate original of said sub-contract is hereto attached and made a part hereof.

The Assignor hereby gives and grants unto The Puget Sound National Bank of Tacoma full power and authority to collect and receive upon said sub-contract from the said

STATE OF OREGON

in the place and stead of said Assignor, all sums of money due or to become due to said Assignor on said sub-contract and to take all necessary proceedings for the collection thereof and to execute and deliver all proper receipts and vouchers therefor, the same as said Assignor might or could do were not this assignment made.

Said Assignor hereby expressly represents that it has power and authority to execute this assignment, that all sums due are to become due to it by reason of said sub-contract, that no assignment or transfer of the moneys due or to become due upon said sub-contract, other than this, has been executed by said Assignor, and that said

STATE OF OREGON

its officers and agents, are hereby authorized to pay to The Puget Sound National Bank of Tacoma all sums due or to become due with interest thereon, if any accrues, and all other sums due or to become due to said Assignor on said sub-contract.

All moneys received by The Puget Sound National Bank of Tacoma under this assignment are to be applied by it upon loans made by it to the Assignor, but this assignment shall not be deemed a satisfaction of or payment of any such debts, except to the extent that moneys are actually received by the bank hereunder.

Executed in duplicate this 8th day of June, 1950.

SAXON PAINTING COMPANY

By: Earl Saxon
Earl Saxon

RECEIVED
MAY 31 1950
FOR FILING

21-4222

3316

May 31, 1950

REGISTERED MAIL

Saxon Painting Company
514 Bernice Building
Tacoma, 2, Washington

Gentlemen:

Your Contract No. 3316 for the Newport Bridge painting job in Lincoln County has been received in this office fully executed.

We are, therefore, returning your Certified Check No. 7446 drawn on the Puget Sound National Bank, Tacoma, Washington, in the amount of $1,250 which you submitted with your proposal on April 25, 1950.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Enc.

RECEIVED
FOR FILING

21-4222

3316

May 31, 1950

Saxon Painting Co.
1110 Court E. Street
Tacoma, Wash.

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3316 which was awarded to you on April 25, 1950 by the State Highway Commission, covering painting of the Yaquina Bay Bridge on the Oregon Coast Highway in Lincoln County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

5/31, [illegible]

RECEIVED
APR 27 1950
FOR FILING

21-4222

3316

April 27, 1950

Saxon Painting Company
1110 Court E.,
Tacoma, Washington

Gentlemen:

The Oregon State Highway Commission on April 25, 1950 awarded you the contract for painting the structural steel in two 350' deck arches of the bridge over Yaquina Bay at Newport, in Lincoln County. This award was based on your low bid of $24,870.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. N. Probert
G. S. Paxson

124-1602 Mill City-Gates Section 1950
of the North Santiam Sec.
#3317 Hwy.

RECEIVED
1 1950
FOR FILING

3317

October 2nd, 1950

NOTED
State Highway Engineer

FINAL COST ANALYSIS

Mill City-Gates Section Babler Bros. Inc., Contractor Contract #3317
North Santiam Highway Kenneth E. Bartel, Resident Engineer Prefix 124-1602

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Preparation of Base	3.83	Mile	$56.43	$100.00	$216.13	$383.00
3/4"-0" Mat'l. in Shldrs.	866	Cu. Yd.	2.47	1.75	2,139.94	1,515.50
Haul & Place Aggregates	2,634	" "	0.88	1.40	2,318.40	3,687.60
Furn. & Place 150-200 Asphalt	231.59	Ton	31.01	33.00	7,181.03	7,642.47
					$11,855.50	$13,228.57

Gross Revenue	$13,228.57
Total Cost	11,855.50
Net Profit	$ 1,373.07

Net Profit Equals 10.4% of Gross Revenue

Mill City-Gates

Detail of Cost

Labor:			
Supervision		$125.00	
Labor		1,446.83	
Payroll Insurance		110.45	
			$1,682.28
Materials:			
150-200 Asphalt	231.59 Ton at $20.00	$4,631.80	
Frt. on Asphalt	231.59 " " 3.42	792.03	
Demurrage on Asphalt		6.18	
3/4"-0" Crushed Gravel	866 Cu. Yd. at $1.70	1,472.20	
			6,902.21
Equipment Rental and Misc. Expense:			
Equipment Rental, Owned		$1,380.05	
Hired Trucks, Fully-operated		413.25	
Gas, Oil and Grease		520.29	
Small Tools and Misc. Supplies		169.35	
P.U.C. Fees		126.65	
P.L. and P.D. Insurance		52.91	
Bond		79.37	
Home Office and General Overhead		529.14	
			3,271.01
Total Cost			$11,855.50

Remarks:

This was a "State Project". The contract, calling for the reoiling of 3.83 miles on the Mill City-Gates Section of the North Santiam Highway, was bid and awarded April 25th, 1950. Work on the section was started on May 29th, 1950, and the project was completed June 13th, 1950.

The 3/4" - 0" material in shoulders was purchased from the Jungwirth Sand and Gravel Company at Mill City. This item was bid at only slightly more than the cost of the crushed gravel, and a considerable loss was suffered on this item.

Asphalt for the project was shipped from Portland and was spotted on the siding at Gates.

Oiling equipment included two 1,500-gal. transports, 1,500-gal. distributor, one heavy duty and one medium size blade, one 10-ton roller, one 6-ton roller, one rotary broom, one retort, six aggregate trucks and one over-shot type loader. Oiling was started June 1st, 1950, and final seal was completed June 8th, 1950. Oiling of the project was done in four days working time, for an average production of 57.9 tons of asphalt and 658 cu. yds. of aggregate per day.

Good equipment and supervision, with high production on oiling operations, hade the contractor a fair profit in spite of a very low bid on the shoulder material.

E. H. Clymer
Cost Analyst

By . . C. Swenson

RECEIVED
JUN 30 1950
FOR FILING

104-11 [illegible]

3317

June 30, 1950

Dooly & Company
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3317, for reoiling on the Mill City-Gates Section of the North Santiam Secondary Highway in Marion County, has been completed by the contractor, Babler Bros.,Inc., and that final payment in the amount of $503.50 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $13,228.57, and that no force account work was performed on the project. This contract was completed on June 13, 1950 but has not as yet been accepted by the Commission.

We are sending you this notice as you appear as the surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Building
Seattle 5, Wash.

RECEIVED
FOR FILING

124-16021

3317

June 28, 1950

Dooly & Co, Agent
General Casualty Co. of America
Board of Trade Bldg.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Babler Bros.,Inc., on Contract No. 3317, covering reoiling on the Mill City-Gates Section of the North Santiam Secondary Highway in Marion County. This payment, in the amount of $1,149.05, will be made on or after July 8, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Department

RECEIVED
1950
FOR FILING

124-1602

3317

OREGON STATE HIGHWAY COMMISSION

July 17, 1950
(Date)

3317
(Contract No.)

3-final
(Est. No.)

Babler Bros., Inc.
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
1144	377714	503.50	7/14/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

JUL 18 1950
aaw

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION

July 17, 1950
(Date)

3317	3-final	Babler Bros., Inc.
(Contract No.)	(Est. No.)	(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
11444	377714	503.50	7/14/50

~~Date:~~

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified date of completion: July 31,1950 ACCOUNTING DIVISION

Completed: June 13, 1950

Contract Accepted: July 11, 1950

Time Extensions: Extension not required

Penalties: None of Record

Claims: None of Record

Remarks:

Date: July 17, 1950

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending June 10, 1950

Section Mill City - Gates
Kind of work Re oiling
Highway North Santiam Secondary
Section prefix 124 - 1602
Contractor Babler Bros.
Contract number 3317 ~~(Not Known)~~
Date of Contract April 25, 1950
Date of completion July 31, 1950
Date work started May 29 1950
Estimated date of completion June 12 1950
Amount of contract $ 12,893.00
Per cent of time elapsed 47 %
Estimated cost of completed project, exclusive of engineering $ 12,893.00
Per cent of contract completed, based on total contract price 95 %
Engineering cost to date $ 450.00 2.9 %
Date project was completed 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The final seal was shot Thursday afternoon, this work had been held up due to rain.

Most of the shoulder material has been placed.

It is expected that all work will be completed next Monday.

NOTED
E. G. SMITH

[illegible]
E. M. [illegible]

Signed

Address Albany, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				3.83	
Miles partially completed				3.83	
Miles completed				0	
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				22	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders 2............, Rollers 2............, Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., 6 Dump Trucks, 2 Retorts......, 1 Distributor

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair & Warm		
Monday	Fair & Warm		
Tuesday	Rain		
Wednesday	Rain		
Thursday	Fair & Warm		
Friday	Cloudy		
Saturday	Cloudy		

RECEIVED
JUN 1 3 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED

FOR FILING

124-1602

3317

May 12, 1950

Babler Bros., Inc.
4617 S. E. Milwaukie Ave.
Portland 2, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3317 which was awarded to you on April 25, 1950 by the State Highway Commission, covering reoiling on the Mill City-Gates Section of the North Santiam Secondary Highway in Marion County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

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RECEIVED
APR 27 1950
FOR FILING

124-1602

3317

April 27, 1950

Babler Bros., Inc.
4617 S. E. Milwaukie Avenue
Portland 2, Oregon

Gentlemen:

The State Highway Commission on April 25, 1950 awarded you the contract for reoiling and shoulders on the Mill City-Gates Section of the North Santiam Secondary Highway in Marion County. This award was based on your low bid of $12,893.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc ½ S. H. Probert

S-54(1) Sauvies Island Br. Sec., 1950
Columbia River Hwy. & Gillihan
#3318 Co. Rd.

RECEIVED
FOR FILI

OREGON STATE HIGHWAY DEPARTMENT
(date)
Sep. 16, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3318	8-final	Parker-Schram Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16966	B-49541	$ 3,044.11	9/15/52

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: June 30, 1951

Time Extensions: Extended to Aug. 9,1951 without penalty

Completion Date: Aug. 9, 1951

Date Accepted: Oct. 11, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 9-16-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING
File ✓
3318

NOTED
H. G. SMITH

CHAS. T. PARKER
CARL A. SCHRAM

PARKER-SCHRAM COMPANY
GENERAL CONSTRUCTORS

BUILDERS EXCHANGE BUILDING
PORTLAND 4, OREGON

September 3, 1952

Mr. H. G. Smith
Construction Engineer
Oregon State Highway Department
Salem, Oregon

Dear Sir:

Accept our thanks for your letter of June 27, 1952, and the trouble caused you ~~with~~ by our request that you examine the cross section measurements on the bid item General Excavation, Location "A" on our Contract 3318 for Grading and Paving on the Sauvies Island Bridge Section of the Columbia River Highway, in order to explain the excessive underrun percentagewise in the final quantities.

We note that the project was changed between Stations 80 and 82 on the Portland end of the job from the plan originally called for, which accounted for 1322 cubic yards of the shortage and reconciled the original and final estimates within a few hundred yards, also, that you further spot-checked for a possible discrepancy by superimposing the final cross sections over the original measurements, which coincided almost exactly in all cross sections tested, indicating unusual accuracy in both the preliminary and final measurements.

As advised at the time of our request, we are perfectly willing to accept your findings in this matter, and, as you feel after making the above examination that the quantity allowed is sufficient to cover the work actually performed, we are returning herewith Progress Estimate No. 8 and final as submitted, showing a balance due of $3044.11, together with release acknowledging payment of the above amount as settlement in full of all claims under our contract, both properly executed by the writer on behalf of this firm.

Yours very truly,

PARKER-SCHRAM COMPANY

By C A Schram

CAS:lmc

Enclosure

RECEIVED
SEP 4 1952
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
SEP 4 - 1952
OFFICE OF
CONSTRUCTION ENGINEER

K.H. Baldock 3318

RECEIVED
FOR FILING

January 15, 1952

Contract #3318
Sauvie Island Section

854(1)

FINAL COST ANALYSIS

Prefix 226-1003
Columbia River Hwy. & Gillihan Co. Road
Parker-Schram, Contractors
A. B. Dean & James Don, Resident Engineers

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3318						
Clearing & Grubbing	All				$ 529.63	$ 500.00
Structural Excavation	166.99	Cu. Yd.	$ 3.81	$ 3.00	636.98	500.97
Borrow Excavation	20,747.41	" "	0.57	0.60	11,845.25	12,448.45
General Exc. Loc. "A"	16,679.27	" "	0.88	1.25	14,648.62	20,849.09
" " " "B"	540.05	" "	0.39	0.35	210.48	189.02
Fin. R/B & Slopes	All				263.14	750.00
18" Corr. Metal Pipe	140	Lin Ft.	3.09	3.50	432.57	490.00
30" Conc. Culv. Pipe	87.6	" "	5.95	5.75	520.80	503.70
*Class "A" Conc.	14.86	Cu. Yd.	77.00	90.00	1,144.22	1,337.40
*Metal Reinforcement	3066.13	Lbs.	0.10	0.12	306.61	367.94
*Concrete Curbs	39.0	Cu. Yd.	41.00	51.00	1,599.00	1,989.00
Metal Guard Rail	1,111	Lin.Ft.	2.58	3.00	2,865.39	3,333.00
Conc. Sight Posts	22	Each	16.77	10.00	368.89	220.00
3"-0" Mat. in Base	2,873	Cu. Yd.	2.57	2.25	7,390.73	6,464.25
3/4"-0" in Base & Shlds.	1,161	" "	3.10	3.25	3,604.49	3,773.25
Sprinkling	31.5	M-Gal.	3.24	2.50	102.29	78.75
Asph. Conc. Traffic Markers	1411.6	Lin.Ft.	0.36	0.75	510.68	1,058.70
Class "B" Asph. Conc.	1,265.946	Tons	6.53	7.25	8,266.63	9,178.11
Emul. in Seal Coat	5.55	"	45.14	37.50	250.51	208.13
Aggr. " " "	24	Cu. Yd.	6.63	4.60	159.14	110.40
RC-3 in Binder Course	6.84	Ton	32.70	35.00	223.65	239.40
P.A. #1, 12" Corr. Metal P.	26	Lin.Ft.	3.44	3.45	89.34	89.70
12" 45° Elbow	1	Each	11.56	12.00	11.56	12.00

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
P.A. #2 Class "B" Asph. Conc. in lieu of Oil Mat	843.52	Ton	$6.53	$7.25	$ 5,506.42	$ 6,115.52
Cement Adjustment in favor of Contractor	1.56	Bbl.	3.05	3.05	4.76	4.76
Force Account					139.53	147.49
					$61,631.31	$70,959.03

*Work performed by Perkins Bros.

Gross Revenue	$70,959.03
Total Cost	61,631.31
Net Profit	9,327.72

Net Profit equals 13.1 % of Gross Revenue

Sauvie Island Section
Contract #3318

Detail of Cost

Labor:

Supervision	$ 1,215.53	
Labor	13,878.23	
Labor Insurance	1,002.22	
		$16,095.98

Materials:

12" Corr. Metal Culv. Pipe	26	L.F.	at	2.01	$ 52.26	
12" 45° Elbow	1	Ea.	"	9.25	9.25	
12" Bands	2	"	"	2.58	5.16	
18" Corr. Metal Pipe	140	L.F.	"	2.23	312.20	
18" Bands	4	Ea.	"	3.40	13.60	
20" Con. Culv. Pipe	88	L.F.	"	2.75	242.00	
Metal Guard Rail	1,111	"	"	1.33	1,477.63	
Concrete Sight Posts	22	Ea.	"	5.25	115.50	
3"-0" Screened Gravel in Trucks at Parker-Schram Scappose Plant	2,873	Cu.Yd.	"	0.75	2,154.75	
3/4"-0" Cr. Gravel in Trucks at Scappose	1,113	"	" "	1.25	1,391.25	
3/4"-0" Cr. Gravel from Logan & Taylor	19	Cu.Yd.	"	1.65	31.35	
1/4"-0" Cr. Gravel " " " Taylor	24	Cu.Yd.	"	1.65	39.60	
Class "B" Asph. Conc. in Trucks at Parker-Schramm Fir Station	2,109.466	Tons	at	3.75	7,970.50	
Emul. Asph. at Willbridge	5.55	"	"	25.20	139.86	
RC-3 " " "	6.84	"	"	20.00	136.80	
						$14,091.71

Equipment Rental & Misc. Expense:

Equipment Rental, Owned	$12,290.00	
Hired Trucks, Incl. Operators	9,519.21	
Gas, Oil & Grease	2,271.45	
Move In, Freight & Cartage	340.26	
Pub. Lia. & Property Damage	208.47	
Explosives	107.10	
Misc. Supplies & Small Tools	993.08	
Bond	530.69	
Home Office & General Overhead	2,128.77	
		$28,389.03

Detail of Cost (Cont'd.)

Perkins Bros. Subcontractors on Conc. Items:

Class "A" Concrete	14.86 Cu. Yd.	at $77.00	$1,144.22	
Metal Reinforcement	3066.13 Lbs.	at 0.10	306.61	
Concrete Curbs	39.0 Cu. Yd.	at 41.00	1,599.00	
Cement Adjustment			4.76	
				$ 3,054.59
Total Cost				$61,631.31

Sauvie Island Section
Contract #3318

Remarks:

This contract, which required the grading and paving of two short sections of the approach roads to the Sauvie Island bridge, was bid and awarded on April 25, 1950. Work was started on June 7, 1950, and the project was completed on August 9, 1951.

Grading work was divided into three items Borrow, Location "A" and Location "B". A borrow pit had been designated by the State but the Contractor decided to use another source which reduced the hauling distance from 2.2 miles to 1.2 miles. Loading in the pit was done with a 3/4 yd. shovel, five-5 yd. hired trucks hauled and spreading and compaction was done with a D-7 cat and dozer. Average production was 66 cu. yds. per hour and the item shows a small profit. Location "A" material, which consisted of widening a single cut in what appeared to be solid rock, was dug with a 2½ yd. shovel with very little drilling and shooting. Three-12 yd. Euclid trucks hauled to the fill and spreading and compacting was performed with a D-8 cat and dozer. There was some double handling of the material as the top lift was side cast to the bottom of the existing slope with the large shovel and later reloaded. During the time the material was loaded into trucks and hauled the average production was 67 cu. yds. per hour for overall time. Although the bid price included hauling and production was low the contractor made a good profit on the item as this work had been bid to include a normal drilling and shooting cost. Location "B" contained only 540 yds. and was all common material which was moved with a cat and carry-all.

Both the 3"-0" and 3/4"-0" surfacing were secured from the Parker-Schram Commercial Plant at Scappose and hauled an average of 10.0 miles with both companies and hired trucks. Due to traffic requirements on the various sections of the work placing of the material could not be carried on as a continuous operation, but was placed at various intervals during both the years of 1950 and 1951. Costs were consequently high and the average placed per operating hour was only 32 cu. yds.

Class "B" asphaltic concrete was obtained from the Parker-Schram Commerical Plant located at Fir Station and the average haul was 12.0 miles. Although placing averaged only 42 tons per hour the contractor had a good bid price and the item shows a fair profit.

The job shows a fair profit due to good bid prices, a low drilling and shooting cost on the rock excavation and to a low move in cost. The job was also within economical reach of the Contractors' commercial plants.

E. H. Clymer
Cost Analyst

By . . . V. R. Jones

RECEIVED
FOR FILING

November 7, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3318 for work performed on the Sauvie Island Bridge Section of the Columbia River Highway and the Gillihan County Road in Multnomah County was completed by the contractor, Parker-Schram Co., on August 9 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $3,944.11 will be released to the contractor on or after November 17, 1951. The total contract amount is $70,959.03, of which amount $147.49 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

[illegible]

RECEIVED

FOR FILING

854 (1)

3318

October 24, 1951

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on October 11, 1951, had under discussion your request for an extension of time of 45 days, from July 15 to August 9, 1951, the completion date of the contract, within which to complete your contract No. 3318 covering the Sauvie Island Bridge Section of the Columbia River Highway and Gillihan County Road in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily accept any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

R. H. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: F. T. Young,
Division Engineer

James Don,
Resident Engineer

H. G. Smith,
Construction Engineer

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FOR FILING

X54 [illegible]

3318

October 9, 1951

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco 4, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Parker-Schram Company on contract No.3318, for grading, surfacing and pavement widening on the Sauvie Island Bridge Section of the Columbia River Highway and the Gillihan County Road in Multnomah County.

This payment, in the amount of $3,568.80, will be made to the contractor on or after October 19, 1951. The retained percentage is $2,100.46.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Amerata & Schram
440 Mead Bldg.
Portland 4, Oregon

NOTED ON CARD

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[illegible] 1951
FOR FILING
[illegible]
[illegible]

October 1, 1951

Request for extension of time
No. 11
October 11 and 12 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Parker-Schram Company for an extension of time on Contract No. 3318, Sauvies Island Bridge Approaches, from July 15, 1951 to August 9, 1951.

The original plans for this contract called for oil mat surfacing but, at the request of Multnomah County, a certain portion of the work was changed to Class "B" Asphaltic Concrete, which caused a change-over in the contractor's operations. The county paid for the additional cost of the asphaltic concrete.

The twenty-four day overrun caused no inconvenience to the public, and I would recommend that the extension be granted without penalty. Mr. C. G. Polk, of the Bureau of Public Roads, concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

lg

cc Mr. W. C. Williams
Mr. H. G. Smith

Form E-1—10M—4-51

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 29, 19 51

Section Sauvies Island Bridge Approach

Kind of work Grading and Paving

Highway Columbia River & Gillihan County Road

Section prefix 226-1003 S-54(1)

Contractor Parker-Schram Co.

Contract number 3318

Date of contract April 20, 19 50

Date of completion June 30, 19 51

Date work started June 7, 19 50

Estimated date of completion August 9, 19 51

Amount of contract $ 70,759.00

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 66,613.83

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 8,900, 209 %

Date project was completed August 9, 19 51

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted to division office on Thursday. Items from Bridge Department to be submitted at a later date.

NOTED

~~NOTED~~
B. A. MARTIN

NOTED
H. G. SMITH

RECEIVED
OCT 1 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed James Don

Address James Don, Res. Eng'r.
Portland 2, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.53	0.53			0.53
Miles partially completed					
Miles completed	0.53	0.53			0.53
Total estimated quantities	37,765 C.Y.	4,034 C.Y.			2,098 Tons
Estimated quantities moved or placed to date	37,765 C.Y.	4,034 C.Y.			2,098 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	Rain		
Wednesday	Fair		
Thursday	"		
Friday	Rain		
Saturday	Showers		

STATE PRINTING DEPT. 48418

RECEIVED
FOR FILING

S-54 (1)

[illegible]

September 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3318, Sauvies Island Bridge Approaches, Ore. S-54 (1), from July 15th, 1951 to August 9th, 1951, to Parker-Schram Company.

The original plans for this contract called for oil mat surfacing but, at the request of Multnomah County, a certain portion of the work was changed to Class "B" Asphaltic Concrete which caused a change-over in the contractor's project plans.

The additional twenty-four days overrun caused no inconvenience to the public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:EAP:sh

cc H. G. Smith

RECEIVED
AUG 22 1951
FOR FILING

S-54 (1)

3318

August 14, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 9, 1951 on Contract No. 3318, Sauvie Island Bridge Section, in connection with Federal Aid Project No. S-54 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

cc: John Cattrall

RECEIVED
AUG 9 1951
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

S-54(1)

3318

File

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

August 7, 1951

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your letter of July 5, 1951 requesting our concurrence in an additional extension of time from April 30, 1951 to and including November 1, 1951 on Project S-54(1), Sauvies Island Bridge under contract to the Gilpin Construction Company.

For the reasons cited in your letter, including the statement that there will be no inconvenience to traffic, we will recommend for approval the time extension you request, without penalty.

Very truly yours,

C G Polk
C. G. POLK
Acting District Engineer

copy to Parson

RECEIVED
FOR FILING

August 1, 1951

Parker-Schram Co.
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 15 days, from June 30 to July 15, 1951, within which to complete your contract No. 3318 for grading, surfacing and pavement widening on the Sauvie Island Bridge Section on the Columbia River Highway and the Gillihan County Road in Multnomah County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: A. G. Skelton,
Division Engineer

James Don,
Resident Engineer

H. O. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
JUL 12 1951
FOR FILING

[illegible]

3318

July 12, 1951

Oregon State Highway Commission

Request for extension of time
No. 11
July 16 and 17 meeting

Gentlemen:

Herewith is a request from Parker-Schram Company for an extension of time on Contract No. 3318, Sauvies Island Bridge Approaches on the Columbia River Highway, from June 30, 1951 to July 15, 1951.

The contractor has requested this extension because of a change in plans, increasing the asphaltic concrete tonnage to provide for paving the bridge approaches to match in with paving contracts now under way by Multnomah County, which is paving the county roads leading to the bridge approach. Multnomah County is paying for the additional cost involved by this change, but the quantities are being incorporated as part of this contract.

I would recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams

EAP:sh bl

RECEIVED
JUL 9 1951
FOR FILING

S-54(1)

3318

July 3, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Will you kindly concur in an extension of time of Contract No. 3318, Sauvies Island Bridge Approaches, on the Columbia River Highway and Gillihan County Road, Ore. S-54 (1), from June 30th, 1951, to July 15th, 1951, to Parker-Schram Company, Contractors.

The contractor has requested this extension because of a change of plans increasing the asphaltic concrete tonnage to provide for paving the bridge approaches to match in with paving contracts now under way by Multnomah County, who is paving the County Roads leading to the bridge approach. Multnomah County is paying for the additional cost involved by this change, but it is being incorporated as part of this contract.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

WWS:EAP:im

cc H. G. Smith

RECEIVED
FOR FILING

5-54(1)

2318

June 21, 1951

Mr. George W. Buck, Roadmaster
County of Multnomah
601 Courthouse
Portland, Oregon

Dear Mr. Buck:

This is to acknowledge receipt of Multnomah County Check No. C85616 in the amount of $4,000 submitted for changes in the specification on the east approaches to the Sauvies Island Bridge from penetration macadam to asphaltic concrete.

A copy of your letter will be sent to Mr. Stiffler, Assistant Highway Engineer as he is familiar with this project and has written to you regarding it.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - M. H. Hawke
W. W. Stiffler

COUNTY OF MULTNOMAH
OFFICE OF THE ROADMASTER
601 COURTHOUSE
PORTLAND, OREGON

GEORGE W. BUCK
ROADMASTER
COUNTY ENGINEER

June 19, 1951.

RECEIVED
JUN 21 1951
OREGON
STATE HIGHWAY COMMISSION

Mr. H. B. Glaiser,
Secretary of State Highway Commission,
State of Oregon,
Salem, Oregon.

Dear Sir:-

In line with Order of Board of County Commissioners of June 14, 1951, regarding the change in the pavement on the east approaches to Sauvies Island Bridge from penetration macadam surface to asphaltic concrete, attached hereto is warrant for $4,000.00 in favor of the State Highway Commission, with the understanding that at the completion of the work a statement of the cost chargeable to the County will be furnished and should the entire $4,000.00 not be required, any balance will be returned.

Yours very truly,

Geo W Buck

GEO. W. BUCK
Roadmaster

Check C85616 for $4000.00 received 6-21-51 & to Acc Div.
F Query

PCN/sw
Warrant attached.

Copy of letter to Stiffler

ww Stiffler

EIVED
FOR FILING

George W. Buck
Roadmaster
County Engineer

COUNTY OF MULTNOMAH
OFFICE OF THE ROADMASTER
601 Courthouse
PORTLAND, OREGON

June 19, 1951.

Mr. H. B. Glaiser,
Secretary of State Highway Commission,
State of Oregon,
Salem, Oregon.

Dear Sir:-

In line with Order of Board of County Commissioners of June 14, 1951, regarding the change in the pavement on the east approaches to Sauvies Island Bridge from penetration macadam surface to asphaltic concrete, attached hereto is warrant for $4,000.00 in favor of the State Highway Commission, with the understanding that at the completion of the work a statement of the cost chargeable to the County will be furnished and should the entire $4,000.00 not be required, any balance will be returned.

Yours very truly,

/s/ Geo W. Buck

GEO. W. BUCK
Roadmaster

check C 85616 for $4000.00
rec 6-21-51 & to Acc
Dev. advance fund
F Query

PCN/sw
Warrant attached.

file

RECEIVED
FOR FILING

5-5411

3318

Salem, Oregon
June 19, 1951

Mr. H. G. Smith

Herewith is a copy of a notice signed by the Clerk, Board of County Commissioners, Multnomah County, to the effect that the Board of Commissioners has officially authorized the expenditure of $4,000 as the estimated additional cost for a change in the specifications for the surfacing of the east approaches to Sauvies Island Bridge, from a penetration macadam to an asphaltic concrete, in the amount of $4,000.

W. W. Stiffler

WWS:er

Encl.

cc Mr. S. H. Probert
Mr. M. H. Hawke

COUNTY OF MULTNOMAH
OFFICE OF THE
BOARD OF COUNTY COMMISSIONERS
PORTLAND 4, OREGON

COMMISSIONERS
F. L. SHULL
M. JAMES GLEASON
[redacted]
AL L. BROWN

June 15, 1951

Oregon State Highway Commission
Salem, Oregon

Mr. John J. O'Donnell
Auditor
Court House

Mr. Geo. W. Buck
Roadmaster
Court House

Dear Sir:

Be it remembered, that at a meeting of the Board of County Commissioners held June 14, 1951, the following action was taken:

Rec Roadmaster that the Bd of Co Coms)
notify the St High Com that they desire a change
in the pavement on the east approaches to Sauvies)
Island bridge from penetration macadam surface to
asphaltic concrete, and that Mult Co agree with the)
State to have the St High Com do the work and Mult
Co to pay the difference in cost; also that the Co)
Auditor be authorized to draw a warrant for $4,000.00
in favor of St High Com and charge same to the Rd Fund) Parker Schram

ORDERED that the above recommendations of the Roadmaster be hereby adopted as the order of the Board.

Yours very truly,
BOARD OF COUNTY COMMISSIONERS
By
Clerk

DD
Enc. 1 - Auditor

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JUN 30 1950
FOR FILING

S-54 (1)

3318

June 29, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 27, 1950 on Contract No. 3318, Sauvie Island Bridge Section, in connection with Federal Aid Project No. S-54 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

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Department of Comme
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 21, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-54(1)
Sauvies Island Bridge Section

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

(Revised 1946)

PR8 52

State Oregon

Federal Aid Secondary Project No. S-54(1)

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 15th day of June, 1950, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 29th day of May, 1947, a program, which was approved on the 14th day of July, 1947, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of January, 1949; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of five hundred thousand and 00/100 dollars ($500,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

actually

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources
(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 91+48.0 and survey station 113+00, all in Section 28, T. 2 N., R. 1 W., W.M., without exception, length 0.406 miles, in Multnomah County, being Oregon Federal Aid Secondary project No. S-54(1), consisting of 0.179 miles of roadway and one bridges, ~~each~~ of more than 20 feet clear span, 0.227 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

10—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganisation Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of five hundred thousand and 00/100 dollars ($500,000.00), which does not exceed the authorized Federal pro rata share of nine hundred forty-five thousand seven hundred thirty-four and 35/100 dollars ($945,734.35), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

Attest
SECRETARY

By
Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Acting *Division Engineer,*
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

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2-54(1)

3318

May 31, 1950

Parker-Schram Company
200 Builders Exchange Bldg.
Portland, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3318 which was awarded to you on April 25, 1950 by the State Highway Commission, covering the Sauvie Island Bridge Section of the Columbia River Highway and the Gillihan County Road in Multnomah County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 5/3

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May 3, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement and one copy of program change form requesting increase in the set-up of Federal funds for the Sauvie Island Bridge Section, Project No. S-54 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-54 (1)

SAUVIE ISLAND BRIDGE SECTION

ON THE GILLIHAN ROAD IN MULTNOMAH COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, May 3, 1950

Type Code No. X332

Structure (Sta. 91+48.0 to 103+46.50) (Contract No. 3105)

All Required		Shoring, Cribbing, Etc.		$147,000.00
4,080	cu. yds.	Structural Excavation	$ 5.00	20,400.00
200	cu. yds.	Structural Excavation Below Elevation Shown	10.00	2,000.00
24,000	lin. ft.	Furnish Untreated Piling	0.52	12,480.00
466	only	Drive Piles	43.00	20,038.00
1,250	cu. yds.	Seal Concrete	30.00	37,500.00
3,510	cu. yds.	Class "A" Concrete	77.00	270,270.00
580,000	lbs.	Metal Reinforcing	0.11	63,800.00
1,035,000	lbs.	Structural Steel	0.1975	204,412.50
2,440	lin. ft.	Metal Rail	11.00	26,840.00
3	M-FBM	Treated Lumber	400.00	1,200.00
All Required		Electrical Work		3,500.00
			Subtotal	$809,440.50
			10% Engr. & Cont.	80,944.05
			Total	$890,384.55

Type Code 5231

Roadway (Sta. 103+46.5 to 113+00) (Contract No. 3318)

All Required		Clearing and Grubbing (50%)		$ 250.00
30	cu. yds.	Structural Excavation, Unclassified	$ 3.00	90.00
17,000	cu. yds.	Borrow Excavation, Unclassified	0.60	10,200.00
20,100	cu. yds.	General Excavation, Unclassified, Location "A"	1.25	25,125.00
460	cu. yds.	General Excavation, Unclassified, Location "B"	0.35	161.00
All Required		Finishing Roadbed and Slopes (50%)		375.00
110	lin. ft.	18" Corr. Metal Pipe	3.50	385.00
10	cu. yds.	Concrete Curb	51.00	510.00

730	lin. ft.	Metal Guard Rail	$ 3.00	$ 2,190.00
30	only	Concrete Sight Posts	10.00	300.00
2,900	cu. yds.	3" - 0" Material in Base	2.25	6,525.00
400	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.25	1,300.00
70	M-gal.	Sprinkling	2.50	175.00
0.18	mile	Preparation of Base	750.00	135.00
320	cu. yds.	Furnishing and Placing Aggregates	4.60	1,472.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	35.00	280.00
26	tons	Furnishing and Placing 150-200 Asphalt	32.50	845.00
			Subtotal	$ 50,318.00
			10% Engr. & Cont.	5,031.80
			Total	$ 55,349.80

Length of Roadway	0.179 mile
Length of Bridge	0.227 mile
Total Length	0.406 mile
Cost per mile, Roadway	$309,216.75

SUMMARY OF FUNDS

Description	Total Cost	FAS Funds	State Funds
Structure	$890,384.55	$470,737.00	$419,647.55
Roadway	55,349.80	29,263.00	26,086.80
	$945,734.35	$500,000.00	$445,734.35

State Funds for Construction: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

Funds for Maintenance: Chap. 529, laws 1939

April 4, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate to accompany plans and specifications for the Sauvie Island Bridge Section, Project No. S-54 (1), which estimate contains a corrected unit price for the item of "Concrete Curb."

With reference to your inquiry by telephone concerning the proration of the item of "Clearing and Grubbing" on the basis of 50% participating, it is our belief this is reasonable and accordingly has not been changed. Also the quantity for the item of "Concrete Sight Post" as given in the bid proposal is incorrect and should be changed to read 30 instead of the 40 shown.

We are sending under separate cover four copies of traffic flow maps for this project.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
J-N:nd

Oregon State Highway Department

Federal Aid Secondary
Project No. S-54 (1)

SAUVIE ISLAND BRIDGE SECTION

ON THE GILLIHAM ROAD IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 4, 1950

Type Code No. X332

Structure (Sta. 91+48.0 to 103+46.50) (Contract No. 3105)

All Required		Shoring, Cribbing, Etc.		$147,000.00
4,080	cu. yds.	Structural Excavation	$ 5.00	20,400.00
200	cu. yds.	Structural Excavation Below Elevation Shown	10.00	2,000.00
24,000	lin. ft.	Furnish Untreated Piling	0.52	12,480.00
466	only	Drive Piles	43.00	20,038.00
1,250	cu. yds.	Seal Concrete	30.00	37,500.00
3,510	cu. yds.	Class "A" Concrete	77.00	270,270.00
580,000	lbs.	Metal Reinforcing	0.11	63,800.00
1,035,000	lbs.	Structural Steel	0.1975	204,412.50
2,440	lin. ft.	Metal Rail	11.00	26,840.00
3	M-FBM	Treated Lumber	400.00	1,200.00
All Required		Electrical Work		3,500.00
			Subtotal	$809,440.50
			10% Engr. & Cont.	80,944.05
			Total	$890,384.55

Type Code 5231

Roadway (Sta. 103+46.5 to 113+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
30	cu. yds.	Structural Excavation, Unclassified	$ 4.00	120.00
17,000	cu. yds.	Borrow Excavation, Unclassified	0.75	12,750.00
20,100	cu. yds.	General Excavation, Unclassified, Location "A"	1.50	30,150.00
460	cu. yds.	General Excavation, Unclassified, Location "B"	1.00	460.00
All Required		Finishing Roadbed and Slopes (50%)		500.00
110	lin. ft.	18" Corr. Metal Pipe	3.00	330.00
10	cu. yds.	Concrete Curb	50.00	500.00

730	lin. ft.	Metal Guard Rail	$ 3.00	$ 2,190.00
30	only	Concrete Sight Posts	8.00	240.00
2,900	cu. yds.	3" - 0" Material in Base	1.50	4,350.00
400	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,200.00
70	M-gal.	Sprinkling	3.00	210.00
0.18	mile	Preparation of Base	1,000.00	180.00
320	cu. yds.	Furnishing and Placing Aggregates	5.00	1,600.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	400.00
26	tons	Furnishing and Placing 150-200 Asphalt	45.00	1,170.00
9	tons	Furnishing and Placing RT-4 Tar in Binder Course	45.00	(Alternate)
32	tons	Furnishing and Placing RT-9 Tar	37.00	(Alternate)
			Subtotal	$ 57,350.00
			10% Engr. & Cont.	5,735.00
			Total	$ 63,085.00

Length of Roadway	0.179 mile
Length of Bridge	0.227 mile
Total Length	0.406 mile
Cost per mile, Roadway	$352,430.16

SUMMARY OF FUNDS

Description	Total Cost	FAS Funds	State Funds
Structure	$890,384.55	$225,988.00	$664,396.55
Roadway	63,085.00	16,012.00	47,073.00
	$953,469.55	$242,000.00	$711,469.55

Oregon State Highway Department

Federal Aid Secondary
Project No. S-54 (1)

SAUVIE ISLAND BRIDGE ON THE

GILLIHAN ROAD IN MULTNOMAH COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, ~~March 29~~ April, 1950

Type Code No. X332

Structure (Sta. 91+48.0 to 103+46.50) (Contract No. 3105)

All Required		Shoring, Cribbing, Etc.		$147,000.00
4,080	cu. yds.	Structural Excavation	$ 5.00	20,400.00
200	cu. yds.	Structural Excavation, Below Elevation Shown	10.00	2,000.00
24,000	lin. ft.	Furnish Untreated Piling	0.52	12,480.00
466	only	Drive Piles	43.00	20,038.00
1,250	cu. yds.	Seal Concrete	30.00	37,500.00
3,510	cu. yds.	Class "A" Concrete	77.00	270,270.00
580,000	lbs.	Metal Reinforcing	0.11	63,800.00
1,035,000	lbs.	Structural Steel	0.1975	204,412.50
2,440	lin. ft.	Metal Rail	11.00	26,840.00
3	M-FBM	Treated Lumber	400.00	1,200.00
All Required		Electrical Work		3,500.00
			Subtotal	$809,440.50
			10% Engr. & Cont.	80,944.05
			Total	$890,384.55

Type Code 5231

Roadway (Sta. 103+46.5 to 113+00)

All Required		Clearing and Grubbing (50%)		$ 1,000.00
30	cu. yds.	Structural Excavation, Unclassified	$ 4.00	120.00
17,000	cu. yds.	Borrow Excavation, Unclassified	0.75	12,750.00
20,100	cu. yds.	General Excavation, Unclassified, Location "A"	1.50	30,150.00
460	cu. yds.	General Excavation, Unclassified, Location "B"	1.00	460.00
All Required		Finishing Roadbed and Slopes (50%)		500.00
110	lin. ft.	18" Corr. Metal Pipe	3.00	330.00
10	cu. yds.	Concrete Curb	50.00 ~~6.50~~	~~65.00~~ 500.00

730	lin. ft.	Metal Guard Rail	$ 3.00	$ 2,190.00
30	only	Concrete Sight Posts	8.00	240.00
2,900	cu. yds.	3" - 0" Material in Base	1.50	4,350.00
400	cu. yds.	3/4" - 0" Material in Base and Shoulders	3.00	1,200.00
70	M-gal.	Sprinkling	3.00	210.00
0.18	mile	Preparation of Base	1,000.00	180.00
320	cu. yds.	Furnishing and Placing Aggregates	5.00	1,600.00
8	tons	Furnishing and Placing RC-3 Asphalt in Binder Course	50.00	400.00
26	tons	Furnishing and Placing 150-200 Asphalt	45.00	1,170.00
9	tons	Furnishing and Placing RT-4 Tar in Binder Course	45.00	(Alternate)
32	tons	Furnishing and Placing RT-9 Tar	37.00	(Alternate)

Subtotal	$ ~~56,915.00~~	57350.00
10% Engr. & Cont.	~~5,691.50~~	5735.00
Total	$ ~~62,606.50~~	63085.00

Length of Roadway	0.179 mile
Length of Bridge	0.227 mile
Total Length	0.406 mile
Cost per Mile, Roadway	~~$349,756.98~~ 352,430.16

SUMMARY OF FUNDS

Description	Total Cost		FAS Funds		State Funds	
Structure	$890,384.55		~~$226,102.00~~	225988.00	~~$664,282.55~~	664396.55
Roadway	~~62,606.50~~	63085.00	~~15,898.00~~	16012.00	~~46,708.50~~	47073.00
	~~$952,991.05~~ 953,469.55		$242,000.00		~~$710,991.05~~	711469.55

March 29, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Sauvie Island Bridge Section, Project No. S-54 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JMN:ew

Encl.

SAUVIE ISLAND BRIDGE SECTION

PROJECT NO. S-54 (1)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

March 29, 1950

January 7, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to the Sauvies Island Bridge Section, Project No. S-54 (1).

The programmed cost for this project was set up prior to the survey determining the location of the structure. This, together with the increase in construction costs, has resulted in the large overrun in cost.

The variation in length of the project, likewise, was due to programming prior to completion of the survey and design of the structure.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN/gs

Oregon State Highway Department

Federal Aid Secondary
Project No. S-54 (1)

SAUVIES ISLAND BRIDGE ON THE
GILLIHAN ROAD IN MULTNOMAH COUNTY

(Estimate to accompany plans and specification. Not as basis for project agreement.)

Salem, Oregon, January 5, 1949

X332

Type Code No. ~~X342~~ 91+48

Structure (Sta. 91+66.50 to 103+46.50)

All Required		Shoring, Cribbing, Etc.		$175,000.00
4,080	cu. yds.	Structural Excavation	$ 7.50	30,600.00
200	cu. yds.	Structural Excavation Below Elevation Shown	10.00	2,000.00
24,000	lin. ft.	Furnish Untreated Piling	0.40	9,600.00
466	only	Drive Piles	50.00	23,300.00
1,250	cu. yds.	Seal Concrete	45.00	56,250.00
3,510	cu. yds.	Class "A" Concrete	65.00	228,150.00
580,000	lbs.	Metal Reinforcing	0.12	69,600.00
1,035,000	lbs.	Structural Steel	0.20	207,000.00
2,440	lin. ft.	Metal Rail	12.00	29,280.00
3	M-FBM	Treated Lumber	300.00	900.00
All Required		Electrical Work		2,000.00
			Subtotal	$833,680.00
			10% Engr. & Cont.	83,368.00
			Total	$917,048.00
		Length	0.223 mile	

Federal Secondary Funds- $242,000.00
State Funds- 675,048.00
$917,048.00

January 19, 1949

Mr. T. M. Davis
District Engineer
Public Roads Administration
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of the letter sent to prospective bidders for the Sauvies Island Bridge, Project No. S-54 (1), advising the date of opening bids has been changed to January 25, 1949 instead of January 24, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.
JWN:ND

January 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-54(1), Sauvies Island Bridge Section of Gillihan Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. Inasmuch as the design submitted for this project will permit the adoption of the plan for routing the Columbia River Highway westbound traffic under the structure either now or at a later date, you are authorized to advertise for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained and submission of a detailed estimate of the cost of routing the Columbia River Highway westbound traffic under the structure.

Copies of the executed agreement with the railroad and the usual county encroachment resolutions must be submitted prior to the preparation of the project agreement.

When the plans and estimate for construction of the approaches are submitted, it is requested that the radii at the connection with the Columbia River Highway, as well as the beginning of the project, be shown on sheet 2.

The estimate has been corrected to show the code type as X332 and the length of structure as 0.227 mile, extending from Station 91+48 to 103+46.5. Please correct your copies accordingly.

Very truly yours,

T. M. DAVIS
District Engineer

January 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-54(1), Sauvies Island Bridge Section of Gillihan Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. Inasmuch as the design submitted for this project will permit the adoption of the plan for routing the Columbia River Highway westbound traffic under the structure either now or at a later date, you are authorized to advertise for bids.

Concurrence in award will be withheld pending advice that all right-of-way or rights-of-entry have been obtained and submission of a detailed estimate of the cost of routing the Columbia River Highway westbound traffic under the structure.

Copies of the executed agreement with the railroad and the usual county encroachment resolutions must be submitted prior to the preparation of the project agreement.

When the plans and estimate for construction of the approaches are submitted, it is requested that the radii at the connection with the Columbia River Highway, as well as the beginning of the project, be shown on sheet 2.

The estimate has been corrected to show the code type as X332 and the length of structure as 0.227 mile, extending from Station 91+48 to 103+46.5. Please correct your copies accordingly.

Very truly yours,

T. M. DAVIS
District Engineer

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

January 7, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Re: Ore. Project S-54(1), Gillihan Road

Dear Sir:

In accordance with my phone conversation with Mr. Probert on January 6, the total cost of the Sauvies Island Bridge is being shown on our records as $917,048 with $232,000 Federal Aid and approaches $40,000 with $10,000 Federal Aid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
[illegible]
OREGON
STATE HIGHWAY COMMISSION

SAUVIES ISLAND BRIDGE

PROJECT NO. S-54(1)

While negotiations for rights of way are in progress, five parcels have not been acquired, nor has the right to occupy and use these parcels been secured, but it is now believed all necessary rights of way can be made fully available within sixteen days.

R. H. BALDOCK
State Highway Engineer

By

S. H. Probert
Office Engineer

January 6, 1949

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

STRICT

P. O. BOX 3960
PORTLAND 8, OREGON

April [illegible], 1940

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-5[illegible](1), Sauvies Island Section of the Gillihan Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

A. M. Davis
A. M. DAVIS
District Engineer

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. M. Davis
(District Engineer)

FROM: R. H. Baldock
(State Highway Engineer)

May 3, 1950
(Date)

The following major program change of the individual project is requested:

Oregon (State) — Postwar Federal Aid Secondary Highway Program (Previous program) — July 1, 1947 (Date of approval)

COUNTY Multnomah

Route No. FAS-43

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character o. Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	54	S-54 (1)	From F.A. Rt. 1 1 mi. N.W. Portland easterly across Multnomah Channel	Survey-Plans					Gr., Dr., Br. 2-lane intermediate type surfacing.
				Right-of-Way					
				Construction	400,000	242,000	158,000		
				Total	400,000	242,000	158,000	0.400	
Requested Revision	54	S-54 (1)	Same	Survey-Plans					Same
				Right-of-Way					
				Construction	945,734	500,000	445,734		
				Total	945,734	500,000	445,734	0.406	

Program Balance of ______ funds subsequent to approval of this and previously recommended changes is $______

Program Revision Request

Reason for change: Increase set-up of Federal Aid funds to reflect more nearly the permissible Federal aid share

Date May, 1950

By ______
Asst. (State Highway Engineer)

Recommended for Approval: ______ (District Engineer) ______ (Date)

Recommended: ______ (Division Engineer) ______ (Date)

Approved: ______ (Acting Commissioner) ______ (Date)

U. S. GOVERNMENT PRINTING OFFICE 16—61038-1

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

January 10, 1949

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

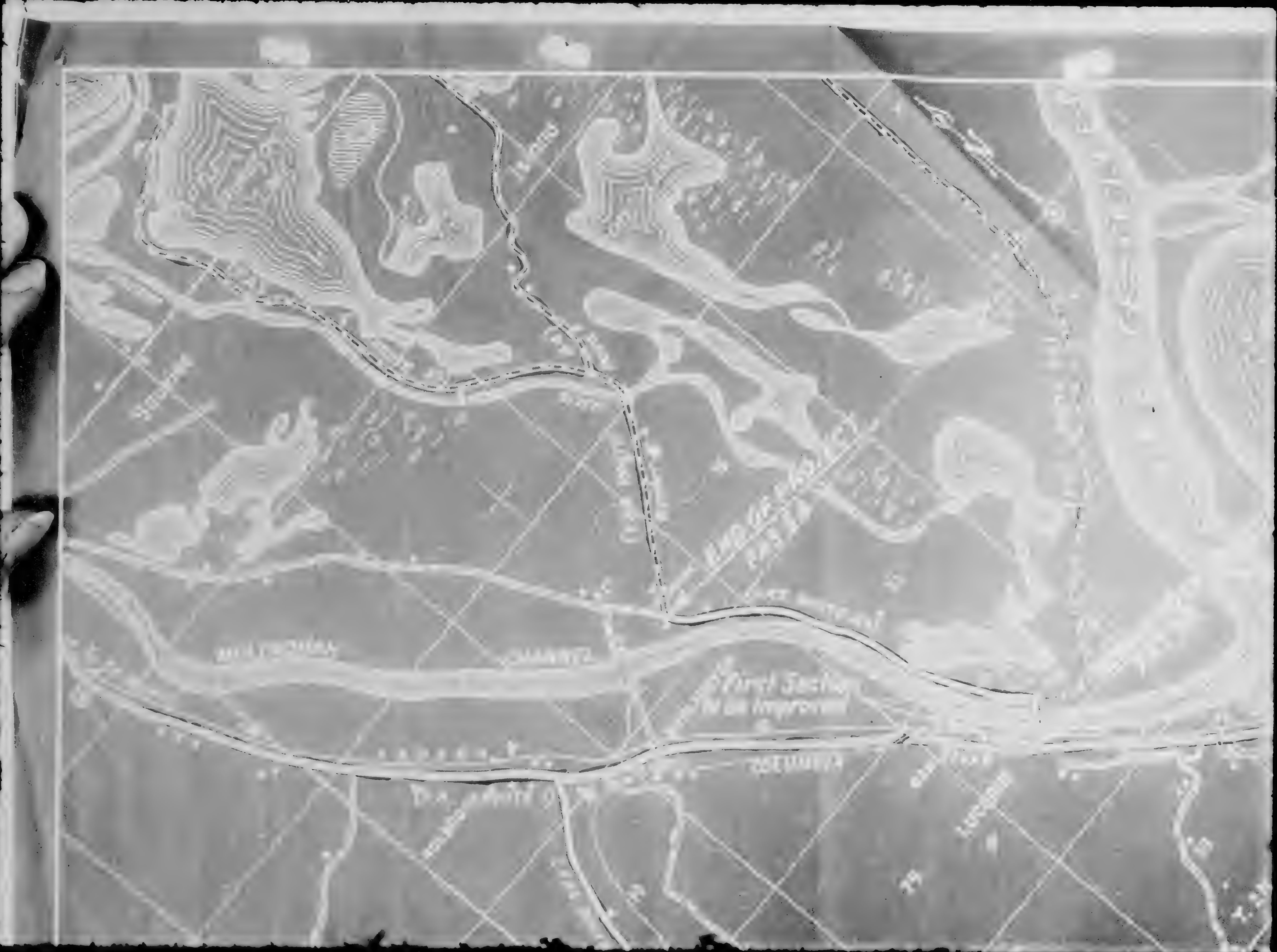
The sketch map for Oregon Federal-aid Secondary Project No. FAS-54, between the Columbia River Highway and Reeder Road on FAS Route No. 43 in Multnomah County is approved today.

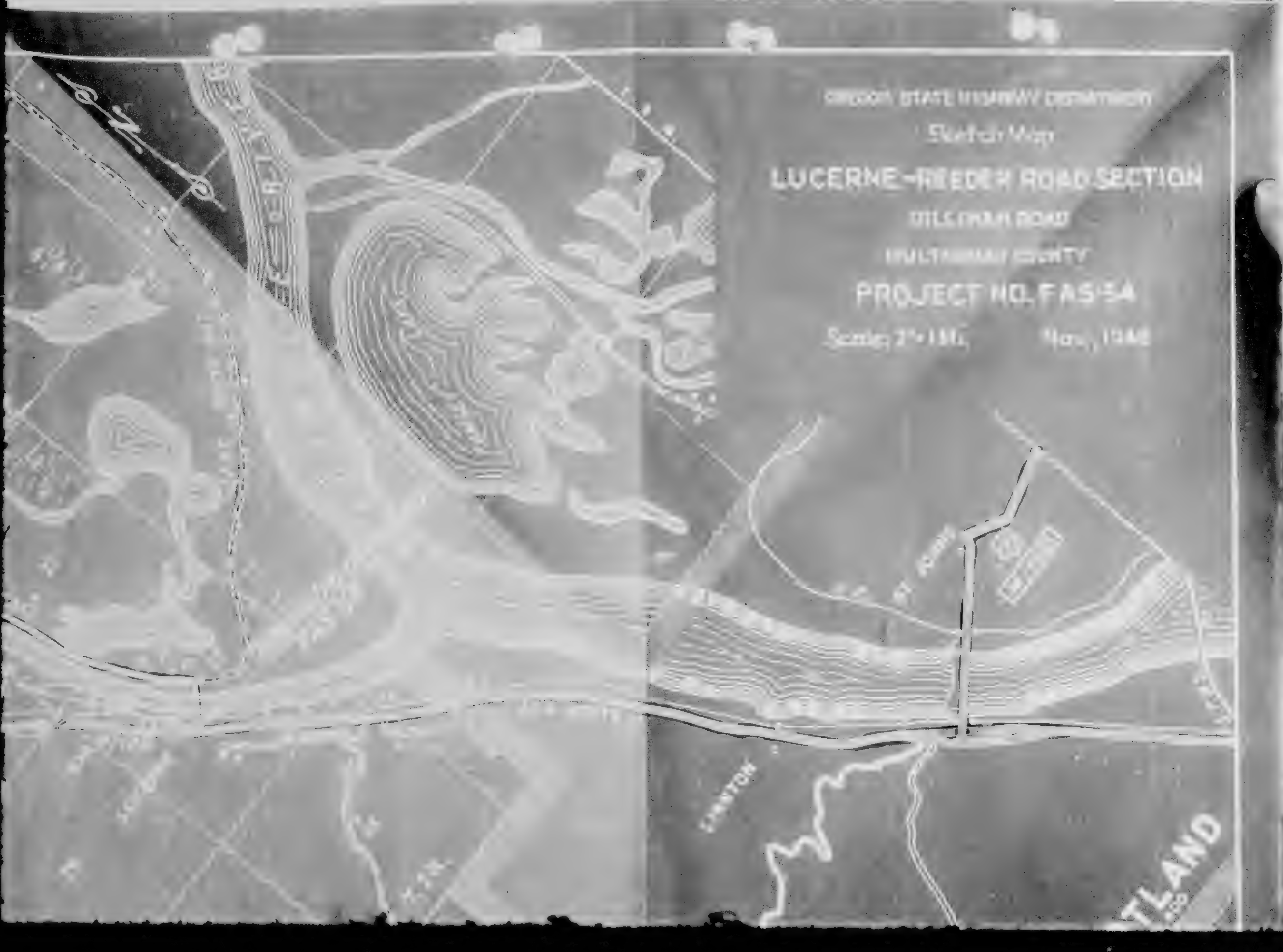
Very truly yours,

W H Lynch

W. H. LYNCH
Division Engineer

RECEIVED
STATE HIGHWAY COMMISSION


MULTNOMAH
CHANNEL
First Section
to be Improved


OREGON STATE HIGHWAY DEPARTMENT

Sketch Map

LUCERNE-REEDER ROAD SECTION

GILLIHAN ROAD

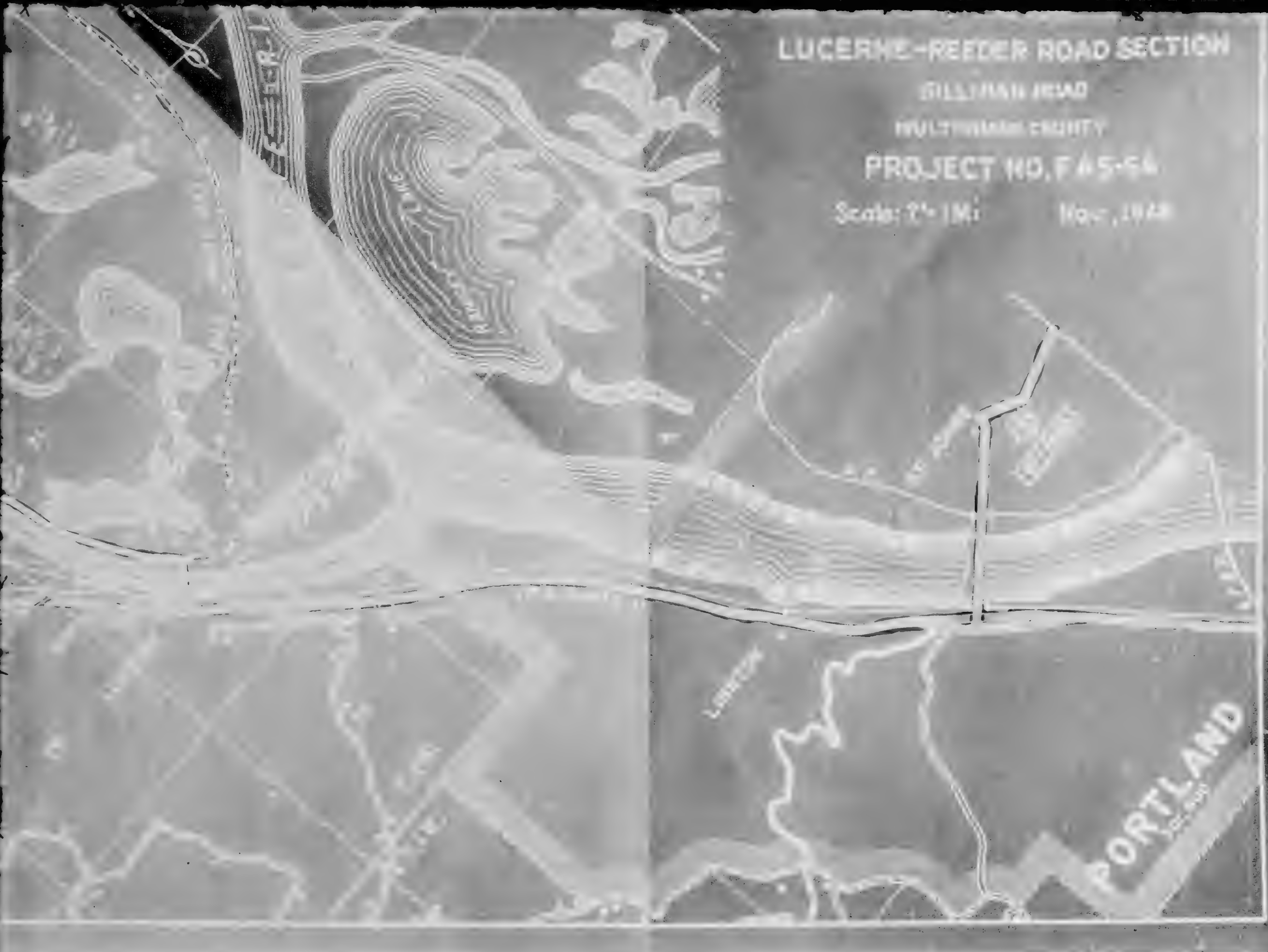
MULTNOMAH COUNTY

PROJECT NO. FAS-5A

Scale: 2" = 1 Mi. Nov., 1948

ST. JOHNS
LINNTON
TLAND

END OF PROJECT
First Section



LUCERNE-REEDER ROAD SECTION

GILLIHAN ROAD

MULTNOMAH COUNTY

PROJECT NO. F A S-64

Scale: 2" = 1 Mi. Nov., 1948

PORTLAND
RAMSEY LAKE

RECEIVED
FOR FILING

S #4(1)

[illegible]

Salem, Oregon
April 28, 1950

Agenda Item 4-s

Mr. John W. Cattrall
City & County Relations

Attached hereto, for further handling by you, are five fully executed and three unexecuted copies of an agreement with Multnomah County providing for county maintenance of the Sauvie Island Bridge Section after the construction of this project is completed by the state.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the Board of County Commissioners, in Multnomah County, Oregon.

Secretary

rn
attach: 8

RECEIVED
APR 27 1950
FOR FILING

S-54 (1)

April 27, 1950

Parker-Schram Company
200 Builders Exchange Building
Portland, Oregon

Gentlemen:

The State Highway Commission on April 25, 1950 awarded you the contract for grading, surfacing, oiling and paving on the Sauvies Island Bridge Section of the Columbia River Highway and Gillihan County Road, about one mile northwest of Portland in Multnomah County. This award was based on your low bid of $70,759.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 25, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-54(1) Sauvies Island Bridge Section of the Columbia River Highway and Gillihan County Road, to Parker Schram Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. W. DAVIS
District Engineer

31-3406 LaGrande Office Building 1950
Extension
#3319

RECEIVED
JUN 10 1952
FOR FILING

June 6, 1952

McCormack Construction Co.
S.E. Third and Goodwin Sts.
Pendleton, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on May 26, 1952, had under discussion your request for an extension of time of 517 days, from October 31, 1950 to March 31, 1952, within which to complete your contract No. 3319 for construction of office building extension at La Grande, Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: H. F. Chidsey,
Division Engineer

C. D. Cannon,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD
6-6-52

RECEIVED
MAY 8 1952
FOR FILING

3319

May 7, 1952

Request for extension of time
No. 3
May 26 and 27 meeting.

State Highway Commission

Gentlemen:

Re: La Grande Office Building Extension
Contract No. 3319
McCormack Construction Company

The contract for the extension of the La Grande office building was awarded April 25, 1950. The work, except for minor adjustments of the heating equipment, was completed within the contract time. The heating system did not work satisfactorily, and we required the contractor to make changes including the replacement of one of the circulating pumps. He has had considerable trouble in remedying the defects and has made quite a few trips to the job to do this.

The work is now complete to our satisfaction, and we are ready to pay the final estimate and close the project on our books. It is recommended that the extension to and including March 21, 1952, be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

OSP:gm

RECEIVED
[illegible] 1952
FOR FILING

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 2, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3319	7-final	McCormack Construction Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7503	R-39841	$ 2,241.00	May 1, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: Extended to March 31, 1952 without penalty

Completion Date: March 31, 1952

Date Accepted: May 26, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-29-52

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAY 29 1952

NOTED ON CARD
5-29-52

RECEIVED

FOR FILING

[illegible]

3319

April 14, 1952

General Casualty Co. of America
G. F. Hodges Agency, Inc.
243 Main St.
Pendleton, Oregon

Gentlemen:

State highway contract No. 3319 for office building extension at La Grande was completed by the contractor, McCormack Construction Co., on March 31, 1952 but has not as yet been formally accepted by the Highway Commission.

Final payment in the amount of $2,241.00 will be made to the contractor after acceptance by the Commission. The total contract amount is $21,961.64, of which amount $126.64 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Washington
Attn.: Surety Dept.

NOTED ON CARD

4-14-52, g

RECEIVED
MAY 22 1950
FOR FILING

31-3406

2219

May 17, 1950

Mr. Chas. H. Reynolds
Commissioner
State Highway Commission
La Grande, Oregon

Dear Mr. Reynolds:

This is in reference to your letter of May 10, concerning the window sash for the La Grande Office Building.

The standard-size steel sash from the various makes varies over a rather wide limit. In windows of a comparable size to the one specified, the height will vary from 5 feet up to as high as 5'-5". We would prefer the 5-foot window for this particular job, in order to keep the bottom of the window at desk height and still have room to leave a well proportioned lintel above the sash. We have recently, however, given approval to the substitution of a Truscon window, which is 5'-3" in height, for the Fentron used as a standard on our plans.

We have made substitutions similar to this in several of our other jobs, and over the course of several years, have probably used most of the steel sash which are available in this area. We have a list of twelve sashes which we consider the equivalent of the Fentron sash used as a standard, and could have named any one of them. There was no intention to limit the contractor to this particular make of window sash.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

ASSIGNMENT

No. 5290

e: May 12, 1950

By ____

Description: Letter 5-10-50 from Chas. H. Reynolds about window sashes for La Grande office building

Acknowledged by _____ Referred to ___PAXSON_________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
XX Please prepare for ___R. H. B._______ signature

Assignment executed ______ Report received ______

Remarks:

5-17-50

COMMISSIONERS
EN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

May 10, 1950

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

Referring to your letter of May 8, which concerned window sashes for use in the La Grande office building.

The reason I wrote was due to the fact that we understood that the Fentron was an odd size and that very few other concerns manufacture one that would meet the specifications, thereby limiting it to almost a necessity of purchasing that particular make. Is this true?

Sincerely,

Chas H Reynolds

CHR/vlw

REFERRED TO
[illegible]
By State Highway Engineer

[illegible]

RECEIVED
MAY 16 1950
FOR FILING

31-34[illegible]
3319

To files

May 15, 1950

McCormack Construction Co.
S. E. Third and Goodwin Streets
Pendleton, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3319, which was awarded to you on April 25, 1950 by the State Highway Commission, for construction of office building extension at La Grande in Union County.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 5-15-50 C

RECEIVED
MAY 9 - 1950
FOR FILING

31-3406

231

May 8, 1950

Mr. Chas. H. Reynolds, Member
State Highway Commission
La Grande, Oregon

Dear Mr. Reynolds:

This is in answer to your letter of May 4 to Mr. Paxson, concerning the window sash which the McCormack Construction Company wish to use on the La Grande Office Building.

It is common practice in all building specifications to mention one particular standard article for any specific use and to allow the substitution of other products that are comparable in quality. This is done so that the product will not be tied up to one manufacturer's product, but will leave the contractor in a position to negotiate with several manufacturers. It would be better, of course, to write a definite specification for these articles without naming any particular one of them. This would, however, be almost an impossible task, as each product varies in some respect from every other one. The Fentron window sash have been easy to obtain and are used probably more than any other make. We could just as well have used some other sash as the standard, but would have arrived at the same place.

When a contractor wishes to substitute for the particular article set up in the contract, it is usual for him to submit to us the name, catalog number, and other description of the article which he wishes to substitute, and we will then make the comparison with the standard article and advise either acceptance or rejection. We have hesitated to give out a list of acceptable products for the reason that we probably would fail to mention some product being carried by a local firm and thus be subject to criticism.

I would suggest that Mr. McCormack follow the usual practice and advise us as to the sash which he wants to use so that we may check its properties and either accept or reject it.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

May 4, 1950

G. S. Paxson, Bridge Engineer
Oregon State Highway Commission
State Office Building
Salem, Oregon

Dear Glenn:

V. W. McCormack of the McCormack Construction Company, who is the contractor for the addition to the office building here in La Grande, has mentioned to me the matter of the Fentron window frames that are specified in his contract. He advises that the specifications state that either the Fentron or their equal can be used and has asked if we would determine what other make would be acceptable. Will you give me the make and manufacturer's number of any other that might be used.

I am wondering why one particular make such as this one is specified.

Very truly yours,

Chas H Reynolds

CHR/vlw

RECEIVED
MAY 8 - 1950
OREGON STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

RECEIVED
APR 27 1950
FOR FILING

31-[illegible]

3319

April 27, 1950

McCormack Construction Company
S. E. 3rd & Goodwin Streets,
Pendleton, Oregon

Gentlemen:

The State Highway Commission on April 25, 1950 awarded you the contract for a 21' x 60' addition to the existing Highway Department Office Building at La Grande, in Union County. This award was based on your low bid of $21,820.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
O. S. Paxson

FOR FILING

31-[illegible]406

3317

February 23, 1950

1706

Mr. Chas. H. Reynolds
State Highway Commissioner
P. O. Box 898
La Grande, Oregon

Dear Sir:

We have been studying the possible arrangement of the additions to the La Grande Office Building and shops and will be in a position to start the design within the near future. It will probably be ready for advertisement for the May meeting of the Highway Commission.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP:gm
cc G. S. Paxson

21-50 ASSIGNMENT No. 96

By

Description: **Mr. Chas. Reynolds' letter of 2-18-50 stating he hopes there will be no delay in preparation of plans and specifications for additions to office and shop buildings in La Grande division**

Acknowledged by _____ Referred to **Paxson**

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for **Baldock's** signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks:
2-24-50
me

answered.

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

OREGON STATE HIGHWAY COMMISSION
OFFICE OF CHAS. H. REYNOLDS
LA GRANDE, OREGON

February 18, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Dear Sam:

I am hoping that there will be no delay in the preparation of the plans and specifications for the additions to the office and shop buildings here at the La Grande division. You might advise of the action being taken in connection with the preparation of these.

Very truly yours,

Chas H Reynolds

CHR/vlw

RECEIVED
FEB 2[illegible] 1950
[illegible] HIGHWAY COMMISSION

RECEIVED

Williams:
Please prepare answer.

S-75(3) Imbler-Dry Cr. Sec., Imbler- 1950
Dry Cr. Co. Rd. near Imbler
#3320

RECEIVED
FOR FILING

July 10, 1951

Continental Casualty Company
465 California Street
San Francisco, California

Attention: Mr. George F. Finster

Gentlemen:

Reference is made to the claim of William L. Bennett against Russell Olson Construction Co. for work performed for Mr. Olson in connection with Oregon State Highway contracts. You will recall that Mr. Bennett's original claim was in the amount of $3,777.64.

I am now in receipt of a certificate from Mr. Bennett stating that the claim has been settled in full for the sum of $2,520.22. Attached is a copy of the statement.

A check of our records discloses no outstanding claims whatsoever against Mr. Olson's work with this department. It therefore will be in order for you to return to Russell Olson Construction Co. the collateral that was deposited with you as a guaranty for the payment of claims arising out of Mr. Olson's work. It is my understanding that this deposit is a check in the amount of $1,857.42.

Thank you for your attention in this matter, I remain

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ls
Enc.

cc: Russell Olson Construction Co.
F. A. Query
M. H. Hawke

leton 2506 P. O. Box 272

RUSSELL OLSON
CONSTRUCTION CO.
Stangier Brothers Building

PENDLETON OREGON

July 6, 1951

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer

Gentlemen:

We enclose herewith copy of release signed by William L. Bennett releasing the Russell Olson Construction Co. and the State of Oregon against all claims of whatever nature.

The First National Bank of Fallon, Nevada, the party that obtained this release was instructed to forward this release to you, but in the event they have not done so we are sending a copy to you.

It will be greatly appreciated if you will notify the Continental Casualty Company, 465 California Street, San Francisco, California, Attention: Mr. George P. Finster that this matter has been settled and that they are therefor released on their bond running to the State of Oregon, the State Highway Commission, its Officers and its Agents.

This is necessary in order that we may obtain from the Continental Casualty Company the collateral deposited with them.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

By /s/ Russell Olson

RECEIPT

THIS IS TO CERTIFY, That I have received from Russell Olson d. b. a. Russell Olson Construction Co. the sum of $2520. 22 in full settlement of all claims against Russell Olson, Russell Olson Construction Co. and the State of Oregon on account of work done by me on subcontract or otherwise for Russell Olson and the Russell Olson Construction Co.

DATED June 26, , 1951.

/s/ William L. Bennett
William L. Bennett

RECEIVED
FOR FILING

R. H. Baldock

May 15th, 1951

Contract #3320

FINAL COST ANALYSIS
Imbler-Dry Creek
Grading & Oil Mat Surfacing

Prefix 231-1020 S-75(3)

Contractor - E. H. Itschner

Resident Engineer - C. D. Cannon

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
*Clearing & Grubbing	All		$	$	$ 663.50	$2,500.00
*Struct. Excavation	121.7	Cu. Yd.	2.00	1.92	233.18	243.40
*General "	76,436.8	" "	0.22	0.194	14,843.94	16,816.10
*Short Overhaul	229,586	Yd. Sta.	0.015	0.015	3,443.79	3,443.79
*Long Overhaul	6,422.13	C-Yd. Sta.	0.30	0.30	1,926.64	1,926.64
*Finishing R/B & Slopes	5.64	Mile	600.00	258.00	1,455.12	3,384.00
*48" Corr. Metal Pipe	48	Lin. Ft.	13.50	12.04	577.92	648.00
*12" Concrete Pipe	297	" "	1.50	1.35	402.18	445.50
*18" " "	240	" "	2.50	2.34	562.55	600.00
Selected R/B Topping	33,817	Cu. Yd.	0.38	0.34	11,497.78	12,850.46
Hauling " "	79,303	Yd. Mi.	0.11	0.095	7,533.79	8,723.33
1"-0" Material in Level Course & Shoulders	5,626	Cu. Yd.	1.85	1.67	9,395.42	10,408.10
Sprinkling	2,504	M/Gal.	2.00	1.60	4,006.40	5,008.00
Preparation of Base	5.64	Mile	100.00	96.50	544.26	564.00
Furn. & Place Aggregate	2,418	Cu. Yd.	3.25	2.64	6,383.52	7,858.50
**Furn. & Place 150-200 Asphalt	273.830	Ton	37.50	36.91	10,107.05	10,268.63
*PA #1, 6" Conc. Irrig. Pipe in Place	45	Lin. Ft.	1.50	0.84	37.98	67.50
S.P. Screen Rejects on Road	345	Cu. Yd.	0.25	0.25	86.25	86.25
S.P. Hauling Rejects	310	Yd. Mi.	0.12	0.12	37.20	37.20
					$73,738.53	$85,879.40

Gross Revenue	$85,879.40
Total Cost	73,738.53
Net Profit	$12,140.87

Net Profit Equals 14.1% of Gross Revenue

	Gross Revenue	Total Cost	Profit	% of Profit
E. H. Itschner	$39,302.17	$34,912.16	$4,390.01	11.2%
* Durbin Brothers	32,236.88	25,580.68	6,656.20	20.6%
** Russell Olson Const. Co.	14,340.35	13,245.69	1,094.66	7.6%
	$85,879.40	$73,738.53	$12,140.87	14.1%

Imbler-Dry Creek
Contract #3320

Detail of Cost

Labor:

Labor	$22,076.95	
Labor Insurance	1,324.62	
		$23,401.57

Materials:

6" Irrigation Pipe	45	Lin. Ft. at	$0.30	$ 13.50	
12" Conc. Culv. Pipe	297	" " "	0.85	252.45	
18" " " "	240	" " "	1.80	432.00	
48" Corr. Metal Pipe	48	" " "	10.74	515.52	
48" " " Band	1	"	8.85	8.85	
151-200 Pen. Asphalt	273.83	Ton "	20.00	5,476.60	
Freight on Asphalt	273.83	" "	10.20	2,793.07	
					9,491.99

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$16,892.78	
" " (Hired, Fully-operated)	2,835.27	
Gas, Oil & Grease	4,347.45	
Bond	657.06	
Move In, Freight & Cartage	1,655.87	
Home Office & Overhead	2,489.88	
P.U.C.	40.26	
Small Tools & Misc. Supplies	1,295.50	
Explosives	90.72	
Paid to Idaho Truck Drivers	6,533.79	
Paid to Mr. Woodward for Water Hauling	4,006.40	
		40,844.98

Total Cost........................ $73,738.53

Imbler-Dry Creek
Contract #3320
E. H. Itschner

Detail of Cost

Labor:		
Labor	$10,596.29	
Labor Insurance	630.54	
		$11,226.83
Equipment Rentals & Misc. Supplies:		
Equipment Rental (Owned)	$ 7,965.60	
" " (Hired)	218.19	
Gas, Oil & Grease	2,319.00	
Bond	397.35	
Move In, Freight & Cartage	800.00	
Small Tools & Misc. Supplies	545.00	
Overhead	900.00	
Paid to Idaho Truck Drivers Hauling Topping	6,533.79	
Paid to Mr. Woodward for Sprinkling	4,006.40	
		23,685.33
Total Cost		$34,912.16

Imbler-Dry Creek
Contract #3320
Durbin Brothers

Detail of Cost

Labor:

Labor	$9,733.81	
Labor Insurance	584.03	
		$10,317.84

Materials:

6" Conc. Irrigation Pipe	45	Lin.	Ft.	at $0.30	$ 13.50	
12" " Culvert Pipe	297	"	"	" 0.85	252.45	
18" " " "	240	"	"	" 1.80	432.00	
48" Corr. Metal Pipe	48	"	"	" 10.74	515.52	
48" " " Band	1			" 8.85	8.85	
						1,222.32

Equipment Rentals & Misc. Supplies:

Equipment Rental (Owned)	$7,963.18	
" " (Hired)	1,948.58	
Gas, Oil & Grease	1,454.37	
Bond	152.15	
Move In, Freight & Cartage	855.87	
Home Office & Overhead	974.70	
P.U.C.	35.45	
Small Tools & Misc. Supplies	565.50	
Explosives	90.72	
		14,040.52

Total Cost $25,580.68

Imbler-Dry Creek
Contract #3320
Russell Olson

Detail of Cost

Labor:			
Labor			
Labor Insurance		$1,746.85	
		110.05	
			$1,856.90
Materials:			
150-200 Asphalt	273.83 Tons at $20.00	$5,476.60	
Freight on Asphalt	273.83 " " 10.20	2,793.07	
			8,269.67
Equipment Rentals & Misc. Supplies:			
Equipment Rental, Owned			
" " , Hired		$ 964.00	
Gas, Oil and Grease		668.50	
P.U.C.		574.08	
Bond		4.81	
Small Tools & Misc. Supplies		107.55	
Overhead		185.00	
		615.18	
			3,119.12
Total Cost........................			$13,245.69

Imbler-Dry Creek
Contract #3320

Remarks:

This was a "Federal Aid Secondary Project" for the grading and oiling of 5.64 miles of highway on the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County.

This project was bid and awarded April 25th, 1950, work started May 6th, 1950, and the project completed September 6th, 1950.

The contractor had Durbin Brothers do the clearing, grading and the furnishing and placing of the culvert pipe.

Durbin Brothers moved in one D-8 cat and dozer and crew of 4 men May 6th, 1950, and started clearing. The clearing consisted of light brush along the roadway, but on the borrow pit and the crushing site the clearing consisted of fair-sized pine trees and thick brush. This operation was completed in 11 days.

The grading started May 12th, 1950, with two D-8 cats and carryalls and one blade. Two tournapulls and one D-8 cat were added on June 12th. This was excellent material to excavate, resulting in very good yardage per day for each piece of equipment. A nice profit was realized on the excavation.

The culvert pipe was placed with a ½ cu. yd. shovel and a crew of 4 men, and excellent progress was made.

The contractor started moving in and setting up his crushing plant at a gravel deposit located at Station 275 on the westerly side of and adjacent to the highway on May 15th. Crushing started June 23rd. They were scalping on a 2" screen, crushing oil aggregate and 1"-0" level course out of the 2" plus and hauling all of the 2"-0" to the road as topping, all of the material being of excellent quality. This material was taken from a special bunker for the 2"-0" and hauled to the road in five 6 cu. yd. hired trucks. About 5,000 cu. yds. of selected topping was hauled from the gravel pit by Durbin Brothers with tournapulls. The crushing of the oiling aggregate and the hauling of the topping were completed August 18th, 1950.

The oiling was done by the Russell Olson Construction Co. who moved in two blades and one roller and started preparing the base. Oiling was started August 25th, and completed August 30th. The asphalt was hauled from Portland in tank trucks.

The contractor had good bid prices and good equipment and supervision, and a good profit was realized on this contract.

E. H. Clymer
Chief Cost Analyst

By . . George Kayser

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

X 75(3)

3320

February 5, 1951

Tinnemann, Bridgeford & Rainey
Insurance Brokers
333 Montgomery Street
San Francisco, California

Attention: F. C. Rainey

Gentlemen:

This is to acknowledge receipt of your letter of January 29, 1951, transmitting a check in the amount of $1,920.22 covering the claim of William C. Bennett against Russell Olson, arising out of state highway contract work in this state. We are holding it pending further developments.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ds

[illegible]
2376

COPY

TINNEMANN, BRIDGFORD & RAINEY
Insurance Brokers
333 Montgomery Street
San Francisco
GArfield1-7247

January 29, 1951

VIA AIR MAIL

COPY

Oregon State Highway Commission
Salem
Oregon

Attention: Mr. H. B. Claisyer,
Secretary

Re: Russell Olson vs. William L. Bennett

Gentlemen:

Enclosed is certified check in the amount of $1,920.22 which Mr. Russell Olson has asked us to forward to you pending settlement of dispute between Mr. Olson and Mr. Bennett.

Very truly yours,

TINNEMANN, BRIDGFORD & RAINEY

BY: /s/ Frank C. Rainey

FCR:EZ
Enclosure

CC: MR. RUSSELL OLSON

Check 37416 on Pendleton Br.
1st Nat. Bank of Portland
for $1,920.22 placed in safe.
1-31-51 F. Query

RUSSELL OLSON
Construction Co.
Stangier Brothers Building
Pendleton Oregon

January 27, 1951

COPY

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer, Secretary
Re: Claims of William L. Bennett

Gentlemen:

We have this day notified Tinnemann, Bridgford & Rainey of San Francisco to send you $1,920.22 which sum represented the amount at one time acknowledged to be due William L. Bennett. However, because of additional charge-backs we have against Bennett, the exact amounts of which are not known at this time, we would prefer to have you hold this money pending determination of the final amount due Bennett.

We trust that this procedure will be as satisfactory to you as the alternative outlined in your letter of January 26.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

By /s/ Russell Olson

Check recd and acknowledged
2-5 with cc to Olson HBG

Discussed with Enfield
2-20-51. He says hold check
pursuant to Olsons request.
When amount of claim has been
determined-return check to
Olson—H. B. Glaisyer

Original letter in
safe with the check

4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

January 26, 1951

COPY

Russell Olson Construction Company
Post Office Box 272
Pendleton, Oregon

Attention: Mr. Russell Olson

Gentlemen:

I have for acknowledgement your letter of January 23, 1951 and the bond enclosed therein, it being your bond to guarantee payment of the claims of William L. Bennett against you in connection with your Enterprise contract and other State Highway work on which you appeared as subcontractor. This bond is in the amount of $1,857.42, representing that portion of Mr. Bennett's claims that are in dispute.

I have had the bond examined by the Highway Commission's Chief Counsel, Mr. J. M. Devers, who advises me that it is satisfactory as a bond supplementing the bonds originally furnished in connection with work in which you were engaged. We believe that the $1,920.22 you deposited with Tinnemann, Bridgeford & Rainey of San Francisco, which represents the undisputed amount of Mr. Bennett's claims, should be turned over to him immediately and a receipt furnished this office to clear our records.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG/fm

cc - Lloyd Query

Mr. Query: The bond referred to in the above letter is attached. Please file it with the contract.

HBG

Tel. Pendle[illegible]06 P. O. Box 272

RUSSELL OLSON
CONSTRUCTION CO.

Stangier Brothers Building

Pendleton, Oregon

January 23, 1951

COPY

Oregon State Highway Commission
Salem,
Oregon

Attention: Mr. H. B. Glaisyer, Secretary

Gentlemen:

Enclosed is Bond of the Continental Casualty Company in the amount of $1,857.42 in connection with the claim of William L. Bennett against Russell Olson Construction Co.

For your information it is our understanding that the portion of Bennett's claim which is undisputed, namely $1,920.22, has not yet been paid to Bennett, but is on deposit with Tinnemann, Bridgford & Rainey of San Francisco. If it is necessary that you have these funds before you can release payments to the various contractors will you please advise us at once so that we can arrange to have these funds transferred to you.

Yours very truly,

RUSSELL OLSON CONSTRUCTION CO.

(SIGNED) By RUSSELL OLSON
c.m.

RECEIVED
[illegible] 7 1951
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5-75(2)

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3320	6-final	E. H. Itschner Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19357	R-4864	$ 2,516.88	11/28/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A A Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 6, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: There is a claim filed against this contract by Wm. L. Bennett in the amount of $809.42.

Remarks: Final warrant ordered released after receipt of bond from contractor covering the difference of the amount in dispute between Mr. Olson and Mr. Bennett.

- -

Date: 2-6-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:
A.A. Wicklander

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 29, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3320	6-final	E. H. Itschner Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19357	R4864	$ 2,516.88	11/28/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 6, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: There is a claim filed against this job by Wm. L. Bennett in the amount of $809.42. (Claim is filed against Russell Olson Construction Co., subcontractor on this contract)

Remarks:

✓

- -

Date: 11-30-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
NOV 27 1950
FOR FILING

X 75 (3)

Mrs Lewis

November 22, 1950

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of November 17 to which was attached three copies of a claim filed with your office by William L. Bennett against Russell Olson Construction Company, a sub-contractor for E. H. Itschner Company on State Highway Contract No. 3320.

This claim is in the amount of $809.42 and bears your file No. 3240.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

For additional correspondence re Russell Olson
See: Const
Contractors
11-17-50 Gen

NOTED ON CARD
11-22-50

Mrs Lewis

November 22, 1950

Great American Indemnity Company
Wells-Reed Insurance
412 Failing Building
Portland 4, Oregon

Gentlemen:

Attached hereto is a copy of a claim which has been filed with the Secretary of State by William L. Bennett of Fallon, Nevada, against E. H. Itschner Company in the sum of $809.42. This claim is for trucks, hauling material, etc., furnished to Russell Olson Construction Company, a sub-contractor to E. H. Itschner on State Highway Contract No. 3320 for work on Imbler-Dry Creek Section of the Imbler-Dry Creek Union County Road.

This information is provided as the Great American Indemnity Company appears as surety on the bond furnished in connection with the above named contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - E. H. Itschner Company
Molalla, Oregon

Russell Olson Construction Co.
P. O. Box 272
Pendleton, Oregon

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

3320

November 17, 1950

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of November 16th, 1950, a notice of claim by Wm. L. Bennett of Fallon, Nevada, for furnishing trucks and hauling material etc in the sum of Eight hundred nine & 42/100 Dollars ($809.42) against the bond taken from E. H. Itschner Company, Molalla, Oregon, principal contractor for grading and surfacing the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County, State Highway Contract No. 3320, and Surety, Great American Indemnity Company, Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon, said claim arising from services performed for Russell Olson Construction Company of Pendleton, Oregon.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

11-21-50 gc

COPY

WM. L. BENNETT, TRUCKING,
FALLON, NEVADA.

November 1, 1950.

To the Secretary of State,
State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned Wm. L. Bennett of Fallon, Nevada, has a claim for furnishing trucks and hauling material etc in the sum of Eight hundred nine & 42/100 Dollars, (309.42) against the bond taken from E. H. Itschner Company, Molalla, Oregon, principal contractor for grading and surfacing the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County, State Highway Contract No. 3320, and Surety, Great American Indemnity Company, Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon, said claim arising from services performed for Russell Olson Construction Company of Pendleton, Oregon. Completed September 6 and accepted by the Commission September 28, 1950.

Itemized Statement of Account attached.

WM. L. BENNETT

2 copies to The Secretary of State, Salem, Oregon.
1 copy to E. H. Itschner Company, Molalla, Oregon.
1 Copy to Russell Olson Construction Co., Pendleton, Oregon.
1 copy to Great American Indemnity Company, Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon.
1 Copy to State Highway Department, Salem, Oregon.

Endorsed:
File No. [illegible]
Filed, [illegible]
[illegible], Secretary of State

WM. L. BENNETT, TRUCKING.
FALLON, NEVADA.

November 1, 1950.

To the Secretary of State,
State of Oregon,
Salem, Oregon.

Notice hereby is given that the undersigned Wm. L. Bennett of Fallon, Nevada, has a claim for furnishing trucks and hauling material etc in the sum of Eight hundred nine & 42/100 Dollars, (809.42) against the bond taken from E. H. Itschner Company, Molalla, Oregon, principal contractor for grading and surfacing the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County, State Highway Contract No. 3320, and Surety, Great American Indemnity Company, Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon, said claim arising from services performed for Russell Olson Construction Company of Pendleton, Oregon. Completed September 6 and accepted by the Commission September 28, 1950.

Itemized Statement of Account Attached.

Wm L. Bennett

2 copies to The Secretary of State, Salem, Oregon.
1 copy to E. H. Itschner Company, Molalla, Oregon.
1 Copy to Russell Olson Construction Co., Pendleton, Oregon.
1 copy to Great American Indemnity Company, Wells-Reed Insurance, 412 Failing Building, Portland 4, Oregon.
1 Copy to State Highway Department, Salem, Oregon.

WM. L. BENNETT, TRUCKING.
FALLON, NEVADA

November 1, 1950

To Russell Olson Construction Co.,
Pendleton, Oregon

Imbler Job. Contract No. 3320

Debits			
Move in Time 40 hrs. @ 6.00		240.00	
Truck Time 235 hrs @ 6.00		1410.00	
8/25-26-28-29-30 93 hrs @ 75¢		69.75	
Total Debits			1719.75
Credits			
Payroll carried by Russell Olson			
8/28/50 to 9/3/50	281.25		
8/21/50 to 8/27/50	220.50		
	501.75		
Add 10% for Taxes & Insurance	50.18		
Total Payroll		551.93	
426 gal. gas @ 26.5		112.89	
8/31 S.O. Co. Inv H. 456731	26.76		
8/31 Main St. Motors Truck Repair	18.75		
Total		45.51	
Total Credits			710.33
Balance Due			1009.42
By Cash 8-30-50			200.00
Balance Due			809.42

RECEIVED
NOV 14 1950
FOR FILING

75 (3)

3320

November 14, 1950

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3320, for work on the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County, has been completed by the contractor, E. H. Itschner Co., and that final payment in the amount of $2516.88 will be made on or after November 24, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $85,879.40, and that no force account work was performed on the project. This contract was completed on September 6 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

NOTED ON CARD

11-14-50

RECEIVED
OCT 25 1950
FOR FILING

8-75 (3)

3320

October 24, 1950

Great American Indemnity Co.
Wells-Reed Insurance
412 Failing Bldg.
Portland 4, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. H. Itschner Company on contract No. 3320, covering the Imbler-Dry Creek Section of the Imbler-Dry Creek County Road in Union County. This payment, in the amount of $5,880.06, will be made on or after November 3, 1950. The retained percentage is $2,578.22.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

[illegible]

11-24-50 gf

Form E-1—10M—7-50

$75-(3)

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 16, 1950

Section Imbler-Dry Creek

Kind of work Grading, Surfacing & Oiling

Highway County Road

Section prefix 231-1020

Contractor E. H. Itschner Company

Contract number 3320

Date of contract April 25, 1950

Date of completion September 30, 1950

Date work started May 6, 1950

Estimated date of completion September 8, 1950

Amount of contract $87,607.00

Per cent of time elapsed 143/158 91 %

Estimated cost of completed project, exclusive of engineering $84,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $6500, 7.4 %

Date project was completed September 6, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Delay in getting semi-final estimate in due to small crew which is needed in the field on Hilgard Junction-Red Bridge Section and endleton-Hilgard Rock Production. Estimate should be ready to send in by Sept. 30.

RECEIVED
SEP 14 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

Signed Cannon

Address La Grande, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.64	5.64		5.64	
Miles partially completed					
Miles completed	5.64	5.64		5.64	
Total estimated quantities	76,000	5626		2418	
Estimated quantities moved or placed to date	74,000	5626		2418	
Average daily quantities					
Average daily quantities necessary to complete project on time	—	—	—	—	
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday	Fair all week		
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 41608

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SEP 15 1950
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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

S-75(3)

September 13, 1950

[redacted]

Honorable C. K. McCormick
County Judge, Union County
La Grande, Oregon

Dear Sir:

This is to advise you that work was completed on September 6, 1950, on Contract No. 3320, Imbler-Dry Creek Section of the Imbler-Dry Creek County Road, in connection with Federal Aid Project No. S-75(3).

Under the terms of the agreement signed by the County on April 12, 1950, and by the State Highway Commission on April 25, 1950, the maintenance of this section of road now becomes a county obligation.

Very truly yours,

R. H. Baldock
State Highway Engineer

John W. Cattrall J.F.H.
By: John W. Cattrall
Engineer, County and City Relations

JFH:MM

cc: Mr. W. C. Williams

RECEIVED
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F-75 (3)

September 11, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 6, 1950 on Contract No. 3320, Imbler-Dry Creek Section, in connection with Federal Aid Project No. F-75 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:ew

cc: John Cattrall

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1951
FOR FILING

Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S75(3)

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-75(3)
Imbler Dry Creek

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

Fen

rm PR 2 (Revised 1946)

79

State Oregon

Project No. S-75(3)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950

by and between The Oregon State Highway Commission

, constituting

for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of June, 1949, a program, which was approved on the 12th day of August, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-six thousand and 00/100

dollars ($66,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 1+80 in the SE 1/4, Section 20, T. 1 S., R. 39 E., W.M., and survey station 299+88.43 at the north boundary of the SW 1/4, Section 35, T. 1 N., R. 38 E., W.M., without exception, length 5.658 miles, in Union County, being Oregon Federal Aid / Secondary project No. S-75(3), consisting of 5.644 miles of roadway and one bridge of more than 20 feet clear span, 0.014 of a mile in length.

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11379-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-six thousand and 00/100 dollars ($66,000.00), which does not exceed the authorized Federal pro rata share of one hundred eleven thousand, five hundred seventy-five and 75/100 dollars ($111,575.75), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By M A Mc Lean
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W H Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11879-2

RECEIVED
FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Imbler-Dry Creek Section, Project No. S-75 (3).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:ew

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (3)

IMBLER-DRY CREEK SECTION OF THE IMBLER-DRY CREEK ROAD IN UNION COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1950

Type Code 4231
Roadway (Sta. 1+00 to 299+88.43) (Contract No. 3320)

All Required		Clearing and Grubbing		$ 2,500.00
160	cu. yds.	Structural Excavation, Unclassified	$ 2.00	320.00
76,000	cu. yds.	General Excavation, Unclassified	0.22	16,720.00
223,400	yd. stas.	Short Overhaul	0.015	3,351.00
5,250	C-yd. stas.	Long Overhaul	0.30	1,575.00
5.64	miles	Preparation of Base	600.00	3,384.00
14	lin. ft.	12-inch Corrugated Metal Pipe	2.25	31.50
40	lin. ft.	48-inch Corrugated Metal Pipe	13.50	540.00
380	lin. ft.	12-inch Concrete Pipe	1.50	570.00
110	lin. ft.	18-inch Concrete Pipe	2.50	275.00
220	lin. ft.	Salvaging Culvert Pipe	2.50	550.00
37,400	cu. yds.	Selected Roadbed Topping	0.38	14,212.00
90,000	yd. mi.	Hauling Roadbed Topping	0.11	9,900.00
7,400	cu. yds.	1" - 0" Material in Leveling Course and Shoulders	1.85	13,690.00
1,100	M-gals.	Sprinkling	2.00	2,200.00
5.64	miles	Preparation of Base	100.00	564.00
2,300	cu. yds.	Furnishing and Placing Aggregates	3.25	7,475.00
260	tons	Furnishing and Placing 150-200 Asphalt	37.50	9,750.00
			Subtotal	$87,607.50
			10% Engr. & Cont.	8,760.75
			Total	$96,368.25

Type Code X161
Willow Creek Bridge (Sta. 104+25 to 105+00) (Contract No. 3394)

All Required		Provision for Traffic and Removal of Old Bridge		$ 3,000.00
10	cu. yds.	Structural Excavation	$ 8.00	80.00
650	lin. ft.	Furnish Treated Piling	1.10	715.00
20	only	Drive Piles	75.00	1,500.00
80	cu. yds.	Class "A" Concrete	60.00	4,800.00
21,000	lbs.	Metal Reinforcement	0.10	2,100.00

3,400	lbs.	Miscellaneous Metal	$0.40	$ 1,360.00
120	M-FBM	Treated Lumber in Place	225.00	270.00
			Subtotal	$13,825.00
			10% Engr. & Cont.	1,382.50
			Total	$15,207.50

Length of Roadway	5.644 miles
Length of Bridge	.014 mile
Total Length	5.658 miles
Cost per mile, Roadway	$17,074.45

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Roadway	$ 96,368.25	$57,004.00	$39,364.25
Bridge	15,207.50	8,996.00	6,211.50
	$111,575.75	$66,000.00	$45,575.75

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

April 27, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement to accompany plans and specifications for the Willow Creek Bridge, Project No. S-75 (3).

Six bid proposals and two sets of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:ge

Encl.

April 7, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of special provision page number one for the Imbler-Dry Creek Section, Project No. S-75 (3), which page has been revised by changing the date of opening bids to April 25, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

Encl.
JWH:nd

April 3, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and eight copies of program change form to accompany plans and specifications for the Imbler-Dry Creek Section, Project No. S-75 (3).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (3)

IMBLER-DRY CREEK SECTION OF THE
IMBLER-DRY CREEK ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 3, 1950

Type Code 4231
Roadway (Sta. 1+00 to 299+88.43)

All Required		Clearing and Grubbing		$ 1,000.00
160	cu. yds.	Structural Excavation, Unclassified	$ 3.00	480.00
76,000	cu. yds.	General Excavation, Unclassified	0.30	22,800.00
223,400	yd. stas.	Short Overhaul	0.015	3,351.00
5,250	C-yd. stas.	Long Overhaul	0.50	2,625.00
5.64	miles	Preparation of Base	400.00	2,256.00
14	lin. ft.	12" Corr. Metal Pipe	2.00	28.00
40	lin. ft.	48" Corr. Metal Pipe	14.00	560.00
380	lin. ft.	12" Concrete Pipe	2.00	760.00
110	lin. ft.	18" Concrete Pipe	3.50	385.00
220	lin. ft.	Salvaging Culvert Pipe	1.50	330.00
37,400	cu. yds.	Selected Roadbed Topping	0.40	14,960.00
90,000	yd. mi.	Hauling Roadbed Topping	0.12	10,800.00
7,400	cu. yds.	1" - 0" Material in Leveling Course and Shoulders	2.50	18,500.00
1,100	M-gals.	Sprinkling	3.00	3,300.00
5.64	miles	Preparation of Base	150.00	846.00
2,300	cu. yds.	Furnishing and Placing Aggregates	3.75	8,625.00
260	tons	Furnishing and Placing 150-200 Asphalt	45.00	11,700.00
			Subtotal	$103,306.00
			10% Engr. & Cont.	10,330.60
			Total	$113,636.60

Length of Roadway	5.644 miles
Length of Bridge	.014 mile
Total Length	5.658 miles
Cost per mile, Roadway	$20,134.05

Federal Secondary Funds- -	$ 68,000.00
State Funds- -	45,636.60
	$113,636.60

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

April 3, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Union

FA or FAS Route No. FAS 481

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	98	S-75(3)	Summerville to Imbler	Survey-Plans					Gr., Dr., 2-lane low-type surfacing
				Right-of-Way					
				Construction	120,000	70,000	50,000		
				Total	120,000	70,000	50,000	3.00	
Requested Revision	98	S-75(3)	Dry Creek to Imbler	Survey-Plans					Gr., Dr., Br., 2-lane low-type surfacing
				Right-of-Way					
				Construction	135,000	81,000	54,000		
				Total	135,000	81,000	54,000	5.66	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: Original setup of funds was more than enough to construct original 3-mile project. By adding $15,000 to cost, project can be extended 2.7 miles and highway completed to connection with prior Project S-75 (2). Improvement requires construction of bridge not originally contemplated.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

______ Asst. State Highway Engr. ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

IMBLER-DRY CREEK SECTION

PROJECT NO. S-75 (3)

All necessary rights of way or rights of entry have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 3, 1950

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX [illegible]
PORTLAND 8, OREGON

April 7, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregoon

Dear Sir:

P.S.& E. documents for Oregon Project No. S-75(5), Imbler-Dry Creek Section of the Imbler-Dry Creek Road, have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Copies of the usual encroachment and maintenance resolutions by the County Court should be submitted prior to the preparation of the project agreement. Also encroachment resolutions within the city limits of Summerville and Imbler should be forwarded.

Very truly yours,

Davis
T. M. DAVIS
District Engineer

WILLOW CREEK BRIDGE

PROJECT NO. S-75(3)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

April 27, 1950

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (3)

IMBLER-DRY CREEK SECTION OF THE IMBLER-DRY CREEK ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1950

Type Code 4231

Roadway (Sta. 1+00 to 299+88.43)(Contract No. 3320)

All Required		Clearing and Grubbing		$ 2,500.00
160	cu. yds.	Structural Excavation, Unclassified	$ 2.00	320.00
76,000	cu. yds.	General Excavation, Unclassified	0.22	16,720.00
223,400	yd. stas.	Short Overhaul	0.015	3,351.00
5,250	C-yd. stas.	Long Overhaul	0.30	1,575.00
5.64	miles	Preparation of Base	600.00	3,384.00
14	lin. ft.	12" Corr. Metal Pipe	2.25	31.50
40	lin. ft.	48" Corr. Metal Pipe	13.50	540.00
380	lin. ft.	12" Concrete Pipe	1.50	570.00
110	lin. ft.	18" Concrete Pipe	2.50	275.00
220	lin. ft.	Salvaging Culvert Pipe	2.50	550.00
37,400	cu. yds.	Selected Roadbed Topping	0.38	14,212.00
90,000	yd. mi.	Hauling Roadbed Topping	0.11	9,900.00
7,400	cu. yds.	1" - 0" Material in Leveling Course and Shoulders	1.85	13,690.00
1,100	M-gal.	Sprinkling	2.00	2,200.00
5.64	miles	Preparation of Base	100.00	564.00
2,300	cu. yds.	Furnishing and Placing Aggregates	3.25	7,475.00
260	tons	Furnishing and Placing 150-200 Asphalt	37.50	9,750.00
			Subtotal	$ 87,607.50
			10% Engr. & Cont.	8,760.75
			Total	$ 96,368.25

Type Code X161

Willow Creek Bridge (Sta. 104+25 to 105+00)

All Required	Provision for Traffic and Removal of Old Bridge	$ 2,500.00

10	cu. yds.	Structural Excavation	$ 4.00	$ 40.00
650	lin. ft.	Furnish Treated Piling	1.50	975.00
20	only	Drive Piles	100.00	2,000.00
80	cu. yds.	Class "A" Concrete	60.00	4,800.00
21,000	lbs.	Metal Reinforcement	0.11	2,310.00
3,400	lbs.	Miscellaneous Metal	0.50	1,700.00
1.20	M-FBM	Treated Lumber in Place	250.00	300.00
			Subtotal	$ 14,625.00
			10% Engr. & Cont.	1,462.50
			Total	$ 16,087.50

Length of Roadway	5.644 miles
Length of Bridge	.014 mile
Total Length	5.658 miles
Cost per mile, Roadway	$17,074.45

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Roadway	$ 96,368.25	$58,272.00	$38,096.25
Bridge	16,087.50	9,728.00	6,359.50
	$112,455.75	$68,000.00	$44,455.75

Oregon State Highway Department

Federal Aid Secondary
Project No. S-75 (3)

IMBLER-DRY CREEK SECTION OF THE IMBLER-DRY CREEK ROAD IN UNION COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 27, 1950

Type Code 4231

Roadway (Sta. 1+00 to 299+88.43)(Contract No. 3320)

All Required		Clearing and Grubbing		$ 2,500.00
160	cu. yds.	Structural Excavation, Unclassified	$ 2.00	320.00
76,000	cu. yds.	General Excavation, Unclassified	0.22	16,720.00
223,400	yd. stas.	Short Overhaul	0.015	3,351.00
5,250	C-yd. stas.	Long Overhaul	0.30	1,575.00
5.64	miles	Preparation of Base	600.00	3,384.00
14	lin. ft.	12" Corr. Metal Pipe	2.25	31.50
40	lin. ft.	48" Corr. Metal Pipe	13.50	540.00
380	lin. ft.	12" Concrete Pipe	1.50	570.00
110	lin. ft.	18" Concrete Pipe	2.50	275.00
220	lin. ft.	Salvaging Culvert Pipe	2.50	550.00
37,400	cu. yds.	Selected Roadbed Topping	0.38	14,212.00
90,000	yd. mi.	Hauling Roadbed Topping	0.11	9,900.00
7,400	cu. yds.	1" - 0" Material in Leveling Course and Shoulders	1.85	13,690.00
1,100	M-gal.	Sprinkling	2.00	2,200.00
5.64	miles	Preparation of Base	100.00	564.00
2,300	cu. yds.	Furnishing and Placing Aggregates	3.25	7,475.00
260	tons	Furnishing and Placing 150-200 Asphalt	37.50	9,750.00
		Subtotal		$ 87,607.50
		10% Engr. & Cont.		8,760.75
		Total		$ 96,368.25

Type Code X161

Willow Creek Bridge (Sta. 104+25 to 105+00)

All Required	Provision for Traffic and Removal of Old Bridge	$ 2,500.00

10	cu. yds.	Structural Excavation	$ 4.00	$ 40.00
650	lin. ft.	Furnish Treated Piling	1.50	975.00
20	only	Drive Piles	100.00	2,000.00
80	cu. yds.	Class "A" Concrete	60.00	4,800.00
21,000	lbs.	Metal Reinforcement	0.11	2,310.00
3,400	lbs.	Miscellaneous Metal	0.50	1,700.00
1.20	M-FBM	Treated Lumber in Place	250.00	300.00
			Subtotal	$ 14,625.00
			10% Engr. & Cont.	1,462.50
			Total	$ 16,087.50

Length of Roadway	5.644 miles
Length of Bridge	.014 mile
Total Length	5.658 miles
Cost per mile, Roadway	$17,074.45

SUMMARY OF FUNDS

Description	Total Cost	Federal Secondary Funds	State Funds
Roadway	$ 96,368.25	$58,272.00	$38,096.25
Bridge	16,087.50	9,728.00	6,359.50
	$112,455.75	$68,000.00	$44,455.75

RECEIVED
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FOR FILING

895 (3)

May 31, 1950

Valley Construction Company
6100 N. E. Columbia Boulevard
Portland, Oregon

Gentlemen:

The State Highway Commission on May 26, 1950 awarded you the contract for construction of a 75' reinforced concrete slab bridge on treated pile bents over Willow Creek on Imbler-Dry Creek County Road in Union County. This award was based on your low bid of $13,825.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-75(3), Willow Creek Bridge, Imbler-Dry Creek, to Valley Construction Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAR 16 1950
FOR FILING

F-7-2(3)

3320

Cross Referenced To:
Const
R/W
Co. Roads
Union

March 15, 1950

Oregon State Highway Commission

Gentlemen:

You approved, for the 1950-51 construction program, a project designated as the Imbler-Summerville Section of federal-aid secondary county road in Union County, a project 3.4 miles in length, estimated to cost $120,000. The construction of this section would have left a gap of approximately 2.4 miles unimproved on Federal-aid Secondary Highway No. 481. The sum of $120,000 was allocated for the project, and we find that the entire section, 5.8 miles, can be constructed for a cost of $140,000, which cost includes a new bridge over Willow Creek.

We will have this project ready for the calling of bids at the next meeting after March, and your approval is requested for the construction of the 5.8-mile section, estimated to cost $140,000, in lieu of the original 3.4-mile section for which $120,000 is allocated.

This matter will be on the next agenda.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. G. S. Paxson

RECEIVED
MAR 9 1950
FOR FILING

March 8, 1950

Mr. Charles H. Reynolds
State Highway Commissioner
Post Office Box 898
La Grande, Oregon

Dear Mr. Reynolds:

Mr. Baldock has asked me to advise you as to the status of the Imbler-Summerville project in Union County.

The field survey data were received in the Salem office on February 1 and immediately turned over to the drafting department for necessary tracings of the maps, right-of-way descriptions, et cetera. It ordinarily takes from three to six weeks after the field survey is received from the Division office to complete all these details.

The final right-of-way descriptions were turned over to Mr. John Cattrall, County and City Relations Engineer, for transmittal to Union County, on March 7, and the descriptions will be in the hands of Union County this week. It should not take the County too long to acquire the necessary right of way, as most of it is for slope easements, with only a nominal amount of new property to be acquired.

The design of the federal-aid plans in the Salem drafting department is now sixty per cent complete and will be completed in plenty of time for advertising the project for the next meeting after the March meeting. That meeting will probably be held either in the last week in April or the first week in May, which would mean that the project would need to be advertised not later than April 15. It will be necessary that the County clear the right of way by that date in order to secure approval of the Bureau of Public Roads for advertising.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:me

cc Hon. C. K. McCormick
County Judge of Union County
La Grande, Oregon

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1950
FOR FILING

FORM E-30 25M 1-49 29023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

March 8, 1950
Salem, Oregon

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

Dear Sir:

Reference is made to your phone call of this morning with regards to the status of the Imbler-Summerville County Road Project. I am giving you herewith the resume of the procedure which is followed in preparing this project for contracting.

This project was received from the field on January 31, 1950. At least one day was utilized by this office in looking over the plans, Right of Way descriptions, etc. The detail map was then turned over to the Drafting Room for tracing which required approximately 10 days work. As soon as the tracing was completed it was turned over to the Right of Way Checking Engineer, and checking of the descriptions was started.

During this period of time no work could be done on the federal aid plans since the designer must have either the use of the detail map or the Right of Way tracing from which to prepare the federal aid sheets. Upon completion of the Right of Way tracing, work was started on the federal aid plans which are now approximately 80% complete.

Right of Way checking of the Right of Way descriptions was held up several days due to the necessity of completing the checking of descriptions on two other projects which were scheduled on the March letting. The checking of the descriptions was completed on March 7, and they were turned over to the Right of Way Department as of that date for transmittal to Union County for acquisition.

In the normal procedure followed I would estimate that an average project will require approximately 6 weeks from the date it is received in this office until it is ready for contract. This period of time is based on the assumption that Right of Way acquisition can be completed with a minimum of effort.

Very truly yours,

H. G. Smith
Construction Engineer

Edwin A Pease

By: Edwin A. Pease
Construction Office Engineer

EAP:es

FOR FILING

FORM E-30 15M 5-48 31808

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

La Grande, Oregon
August 18, 1949

SUBJECT:

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

As requested by telephone I am submitting to you a sketch showing the Hunter's Lane County Road as constructed in two projects, Island City-West Ranch, and West Ranch-Dry Creek School; and the proposed Imbler-Summerville Project now under survey, and a request 2.4 mile section from Summerville to Dry Creek, which 2.4 mile section would cost approximately $35,000 to construct.

This connection would complete the oil road lapse from Island City to Imbler, by the way of Dry Creek School and Summerville. Dry Creek is located on the road from Summerville to Sanderson Springs, and the proposed 2.4 mile addition would be of benefit to traffic wishing to make the connection to the Tollgate Road via Sanderson Springs.

I do not believe the addition of this 2.4 miles would overrun the $120,000 set up for the project any appreciable amount.

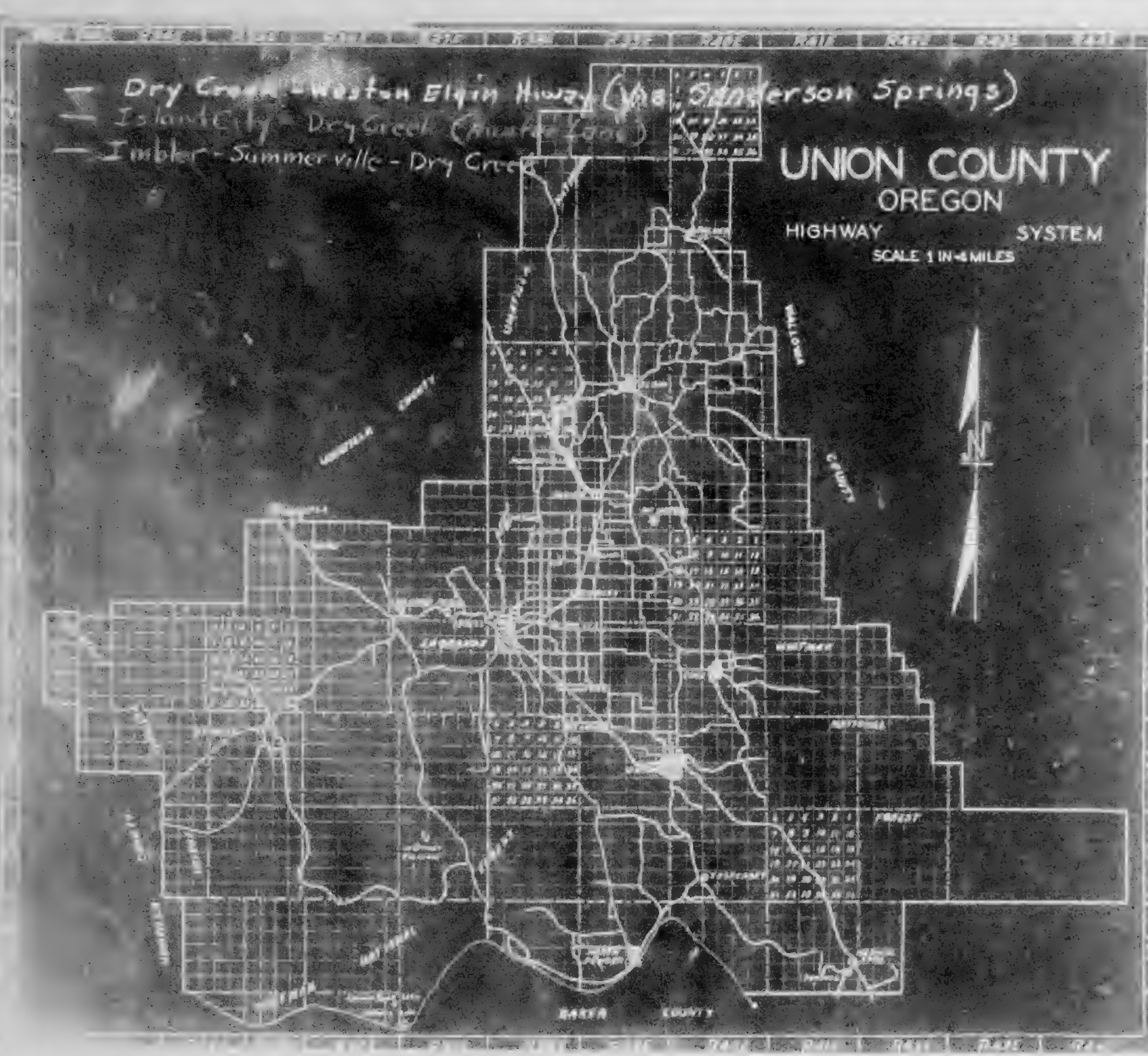
Very truly yours,

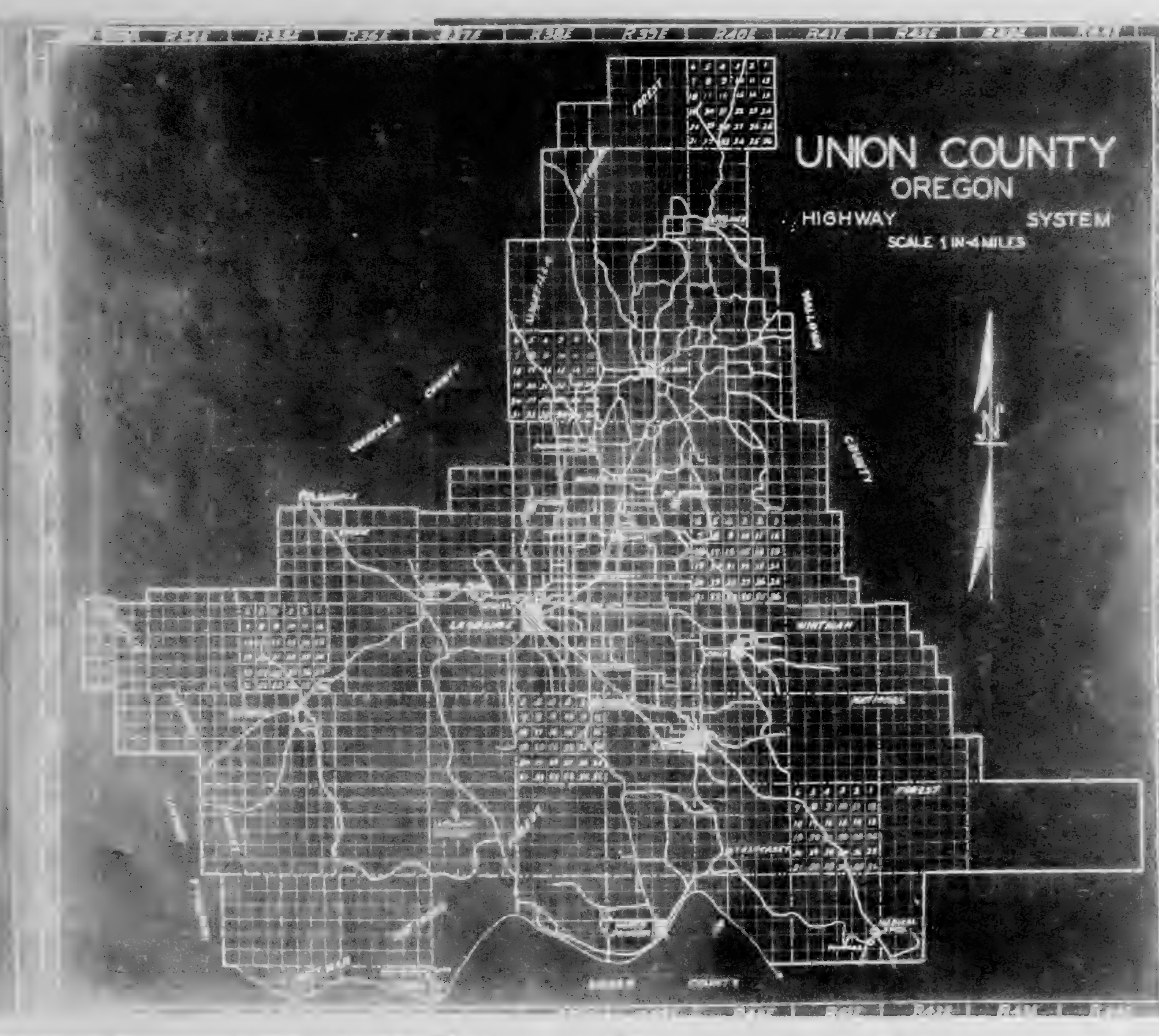
E Chidsey

E. F. CHIDSEY
Division Engineer

EFC/hw
enc.

RECEIVED
AUG [illegible]
STATE HIGHWAY COMMISSION


Dry Creek - Weston Elgin Hiway (via Sanderson Springs)
Island City - Dry Creek (Hunter Road)
Imbler - Summerville - Dry Creek
UNION COUNTY
OREGON
HIGHWAY SYSTEM
SCALE 1 IN 4 MILES
N
UMATILLA COUNTY
WALLOWA COUNTY
LA GRANDE
FOREST
BAKER COUNTY


UNION COUNTY
OREGON
HIGHWAY SYSTEM
SCALE 1 IN=4 MILES
N
WALLOWA COUNTY
UMATILLA COUNTY
BAKER COUNTY
LA GRANDE
FOREST
R36E
R38E
R39E
R40E
R41E

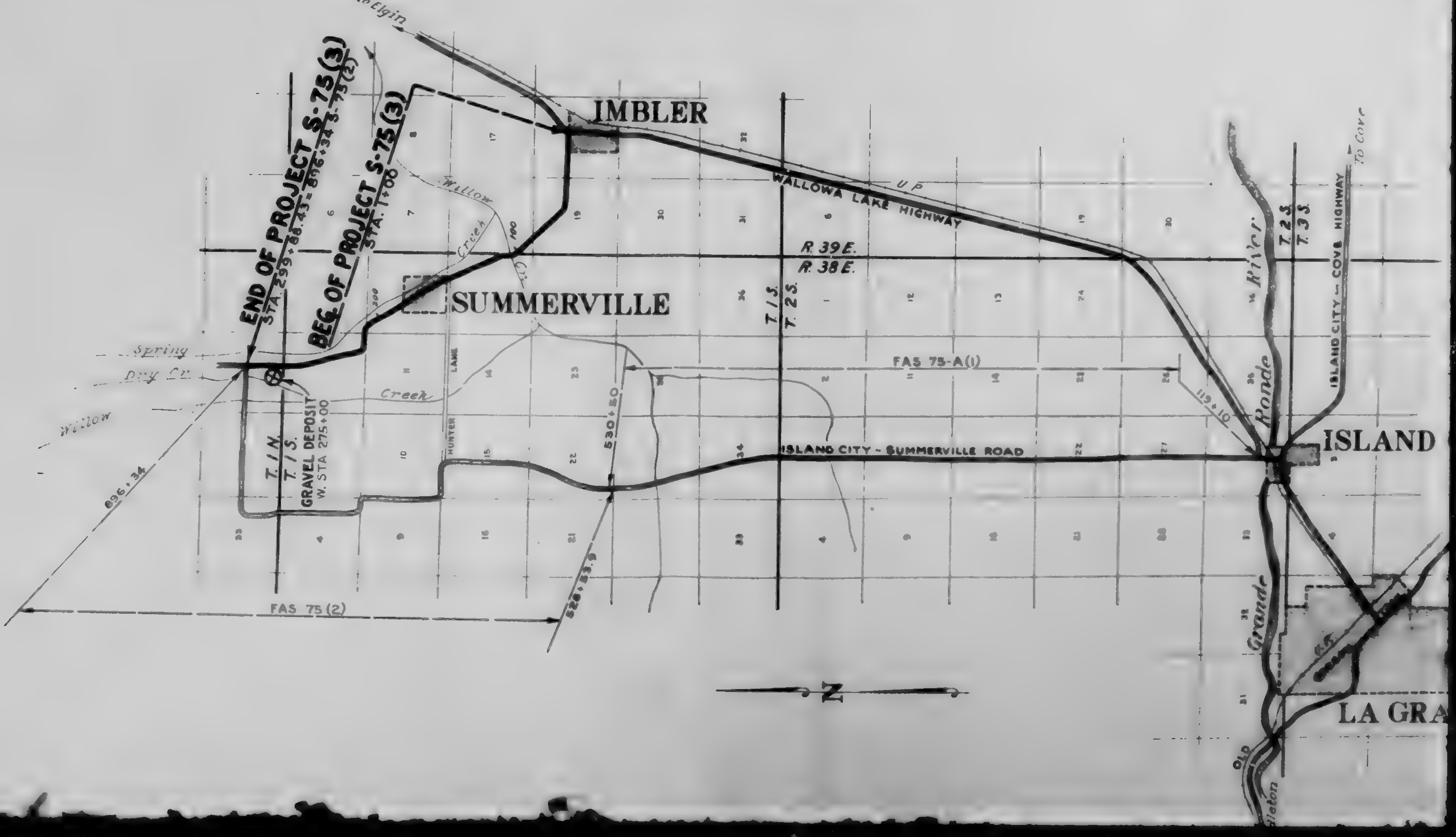
INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary & Typical Sections
3-12	Plan & Profile

STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

◆

IMBLER - DRY CREEK SECTION
IMBLER - DRY CREEK ROAD
UNION COUNTY

MARCH 1950
APRIL 1950


To Elgin
IMBLER
END OF PROJECT S-75(3)
STA. 299+88.43 = 896+34 S-75(2)
BEG. OF PROJECT S-75(3)
STA. 1+00
Willow
Creek
Cr.
100
200
SUMMERVILLE
WALLOWA LAKE HIGHWAY
U.P.
R. 39 E.
R. 38 E.
T. 1 S.
T. 2 S.
T. 1 N.
T. 1 S.
Spring
Dry Cr.
Willow
Creek
GRAVEL DEPOSIT
W. STA 275+00
HUNTER LANE
FAS 75-A(1)
530+50
119+10
ISLAND CITY - SUMMERVILLE ROAD
896+34
528+53.9
FAS 75(2)
Ronde
River
Grande
T. 2 S.
T. 3 S.
ISLAND CITY - COVE HIGHWAY
To Cove
ISLAND
LA GRA
OLD
O.S.
N

CONVENTIONAL SIGNS
- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line

IMBLER - DRY CREEK SECTION IMBLER - DRY CREEK ROAD UNION COUNTY				SHEET NO. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75 (3)		See Index

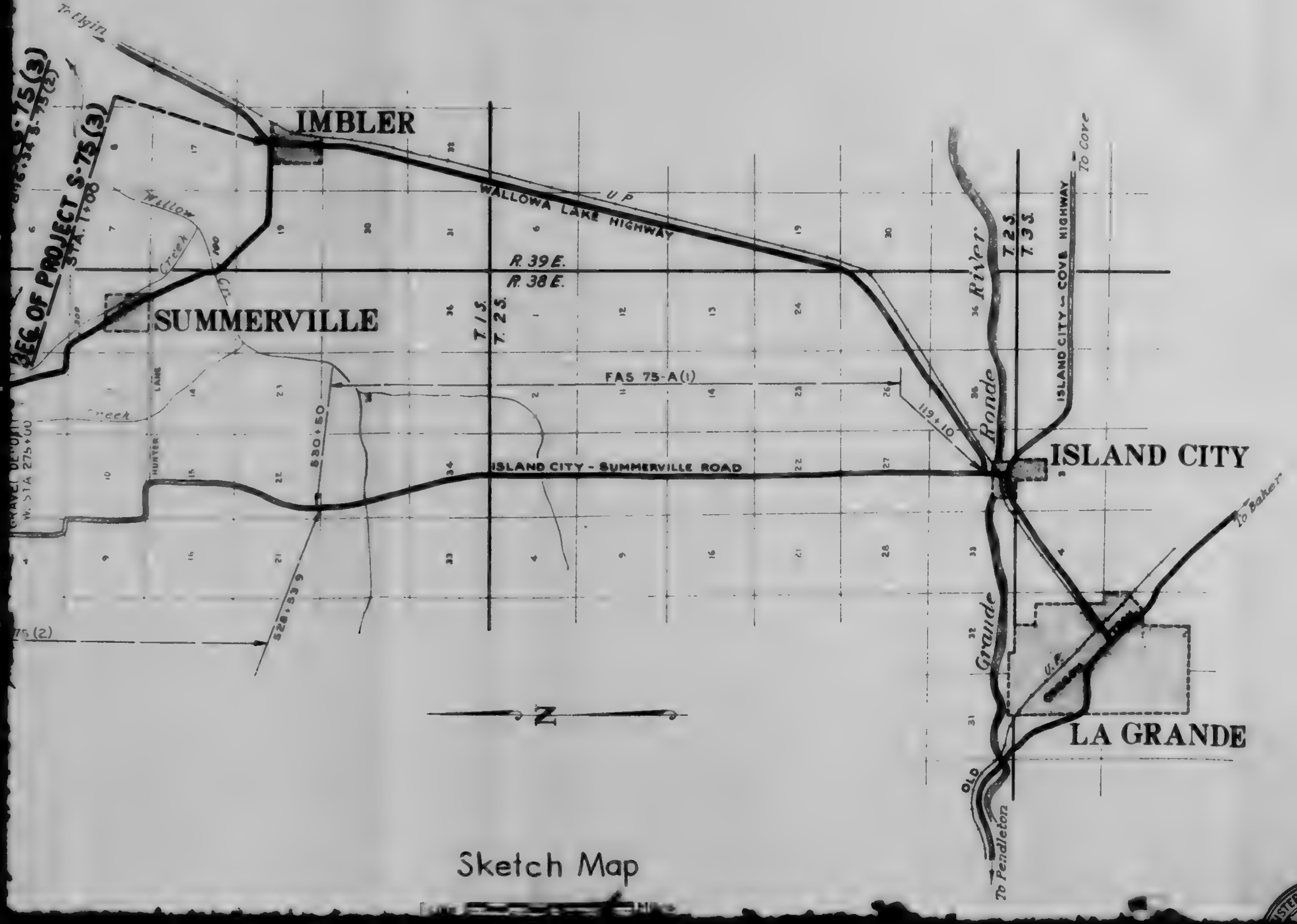
STATE OF OREGON
STATE HIGHWAY DEPARTMENT
PLANS FOR PROPOSED PROJECT

◆

IMBLER - DRY CREEK SECTION
IMBLER - DRY CREEK ROAD
UNION COUNTY

MARCH 1950
APRIL 1950

S-75(3)

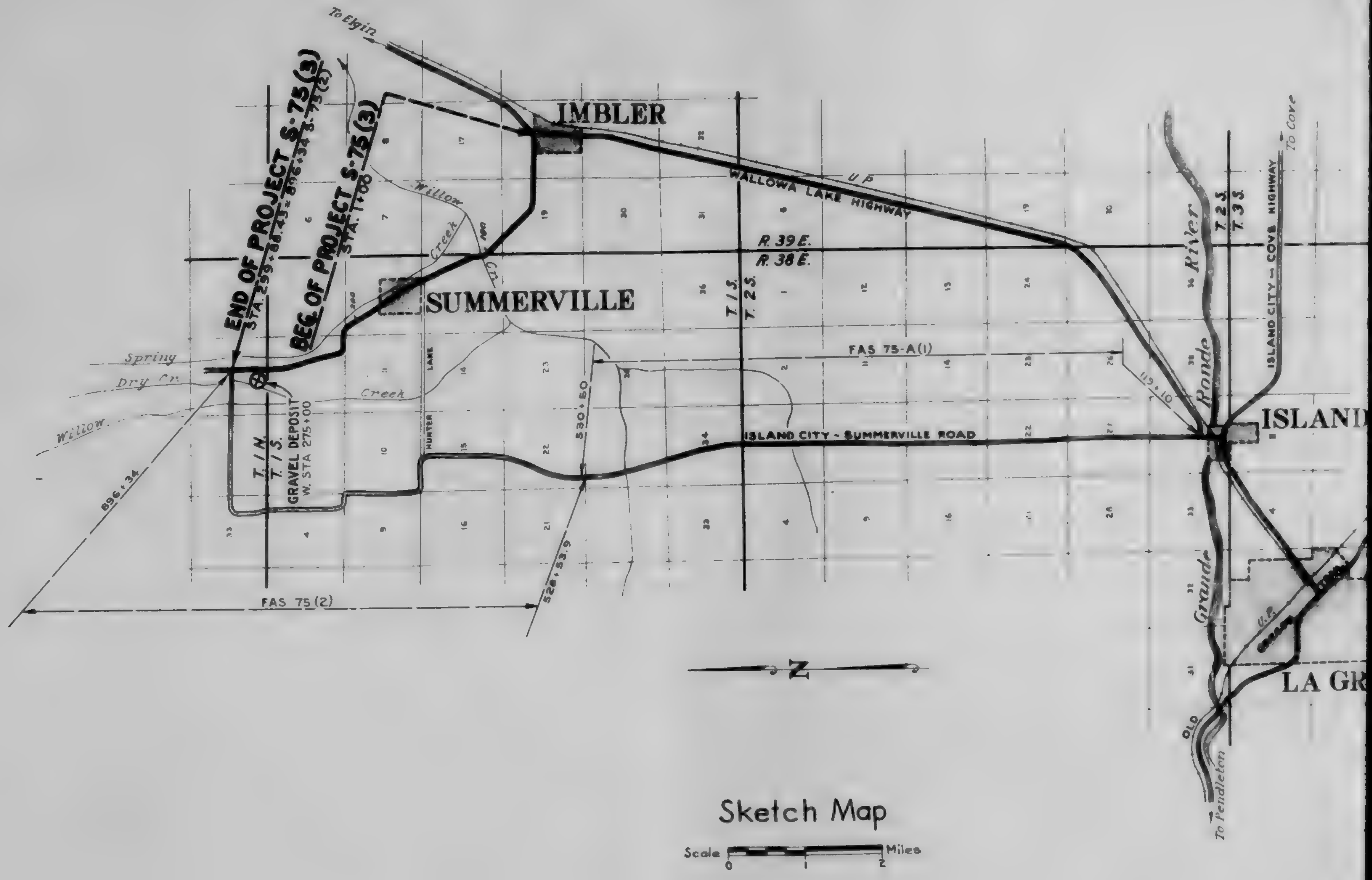

To Elgin
S-75(3)
S-75(2)
BEG. OF PROJECT S-75(3)
STA. 1+00
IMBLER
Willow Creek
SUMMERVILLE
WALLOWA LAKE HIGHWAY
U.P.
R. 39 E.
R. 38 E.
T. 1 S.
T. 2 S.
FAS 75-A(1)
119+10
HUNTER LANE
Creek
GRAVEL DEPOSIT
W. STA 275+00
530+50
528+53.9
75(2)
ISLAND CITY - SUMMERVILLE ROAD
Grande Ronde River
T. 2 S.
T. 3 S.
ISLAND CITY - COVE HIGHWAY
To Cove
ISLAND CITY
To Baker
U.P.
LA GRANDE
OLD
To Pendleton
N

Sketch Map

R H Baldock
STATE HIGHWAY ENGINEER

IMBLER - DRY CREEK SECTION
IMBLER - DRY CREEK ROAD
UNION COUNTY

MARCH 1950
APRIL 1950


To Elgin
END OF PROJECT S-75(3)
STA. 299+88.43 = 896+34 S-75(2)
BEG. OF PROJECT S-75(3)
STA. 1+00
IMBLER
SUMMERVILLE
U.P.
WALLOWA LAKE HIGHWAY
R. 39 E.
R. 38 E.
T. 1 N.
T. 1 S.
T. 1 S.
T. 2 S.
T. 2 S.
T. 3 S.
GRAVEL DEPOSIT
W. STA 275+00
Spring
Dry Cr.
Willow
Willow
Creek
Creek
Cr.
HUNTER LANE
896+34
528+53.9
530+50
FAS 75(2)
FAS 75-A(1)
119+10
ISLAND CITY - SUMMERVILLE ROAD
ISLAND CITY - COVE HIGHWAY
To Cove
Grande Ronde River
OLD
To Pendleton
U.P.
ISLAND
LA GR
N
Sketch Map
Scale
0
1
2
Miles

CONVENTIONAL SIGNS

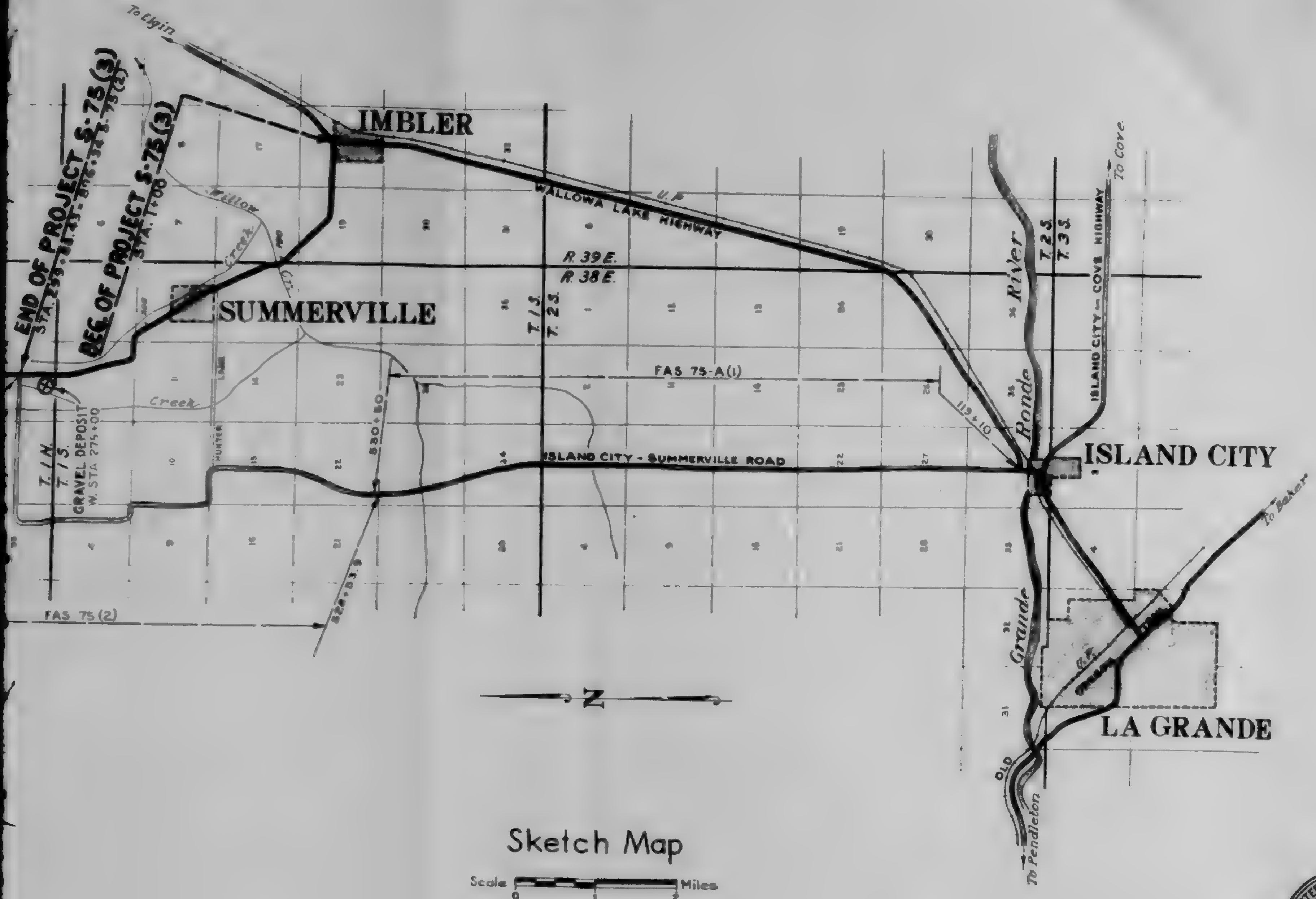
- State Line
- County Line
- City or Town Limits
- Township Line
- Section Line
- Donation Land Claim Line
- Fence Line
- Guard Rail
- Unfenced Property or Right of Way Line
- Existing Roads
- Trails
- Base or Survey Line
- Railroads
- Retaining Wall
- Culverts
- Drop Inlet
- Trolley Pole
- Power Pole
- Telephone or Telegraph Poles
- Marsh
- Irrigation Ditches
- Bridges
- Trees

IMBLER - DRY CREEK ROAD

UNION COUNTY

MARCH 1950
APRIL 1950

S-75(3)


To Elgin
END OF PROJECT S-75(3)
STA. 259+85.43 = 816+34 S-75(2)
BEG. OF PROJECT S-75(3)
STA. 1+00
IMBLER
SUMMERVILLE
Willow
Creek
Creek
U.P.
WALLOWA LAKE HIGHWAY
R. 39 E.
R. 38 E.
T. 1 S.
T. 2 S.
T. 1 N.
T. 1 S.
GRAVEL DEPOSIT
W. STA 275+00
HUNTER
LANE
580+50
822+53.3
FAS 75-A(1)
FAS 75(2)
119+10
ISLAND CITY - SUMMERVILLE ROAD
ISLAND CITY - COVE HIGHWAY
To Cove
River
Ronde
Grande
T. 2 S.
T. 3 S.
ISLAND CITY
LA GRANDE
To Baker
OLD
To Pendleton
N
Scale
0
1
2
Miles

Sketch Map

R H Baldock
STATE HIGHWAY ENGINEER

REGISTERED PROFESSIONAL ENGINEER
157
R H Baldock
OREGON
NOV. 8, 1919
R. H. BALDOCK

STATE HIGHWAY COMMISSION

BEN R. CHANDLER	Chairman
CHAS. H. REYNOLDS	Commissioner
M. K. MC IVER	Commissioner

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS

RECOMMENDED FOR APPROVAL:

DISTRICT ENGINEER DATE

APPROVED:

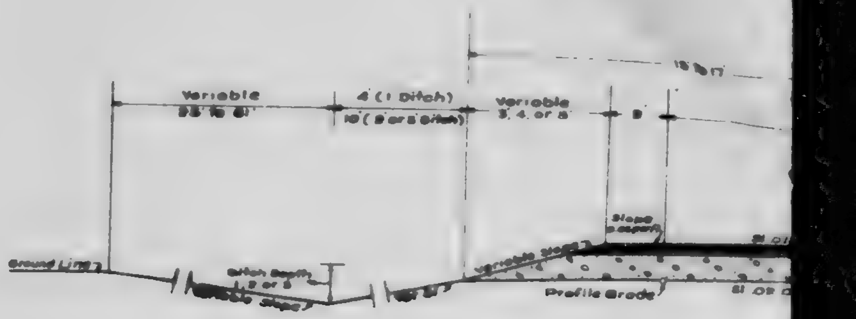
DIVISION ENGINEER DATE

SUMMARY

Length of F.A. Project 5.658 Miles

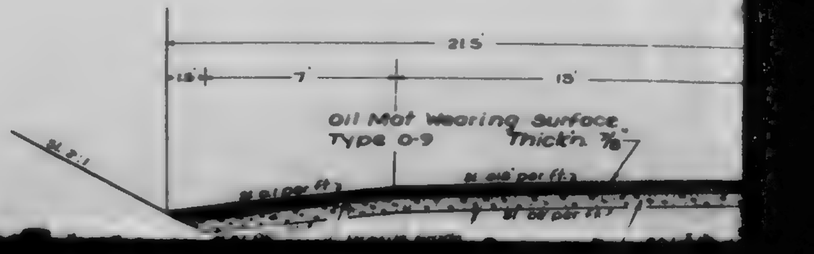
ITEM	UNIT	MILE						Net Quantity	Allowance	TOTAL
		1	2	3	4	5	6			
Clearing and Grubbing	All specified	All	All	All	All	All	All	All		All
Struct. Excavation, Unclassified	Cu.Yd		19	20	35	18	49	141	19	160
General Excavation, Unclassified	Cu.Yd.	4061	30832	7070	10921	10115	6079	69078	6922	76000
Short Overhaul	Yd-Sta.	7284	140469	16967	786	28030	9594	208100	20300	223400
Long Overhaul	"C" Yd.Sta.	52	2912	823		831	163	4781	469	5250
Finishing Roadbed and Slopes	Mile							5.64		5.64
12-Inch Corrugated Metal Pipe	Lin.Ft.				12			12	2	14
48-Inch Corrugated Metal Pipe	" "			36				36	4	40
12-Inch Concrete Pipe	" "			75	156	39	72	342	38	380
18-Inch Concrete Pipe	" "				15	48	39	102	8	110
Salvaging Culvert Pipe	" "		57	21		54	72	204	16	220
Selected Roadbed Topping	Cu.Yd.							34011	3389	37400
Hauling Roadbed Topping	Yd.Mi.							82265	7735	90000
1"-0" Material in Leveling Cse.& shlds.	Cu.Yd.							6744	656	7400
Sprinkling	M-Gal.							1052	48	1100
Preparation of Base	Mile							5.64		5.64
Furnishing & Placing Aggregates	Cu.Yd.							2205	95	2300
Furn.& Placing 150-200 Asphalt	Ton							223	37	260

TYP


Variable
23' to 61'
4' (1 Ditch)
10' (2 or 3 Ditch)
Variable
3, 4, or 5
Slope
Ground Line
Ditch Depth
1, 2 or 3
Variable Slope
Variable Slope
Profile Grade

Rock Leveling
Comp. Thick'n

ROADB
Roadbed - 3 Topping Comp Thic
18+00 to 39+00
108+00 to 154+4
157+50 to 188+0
162+06.03 to 163+
167+00 to 170+0
205+00 to 228+
262+00 to 299+


21.5'
1.5'
7'
15'
Oil Mat Wearing Surface
Type 0-9 Thick'n ⅞"
Sl. 3:1

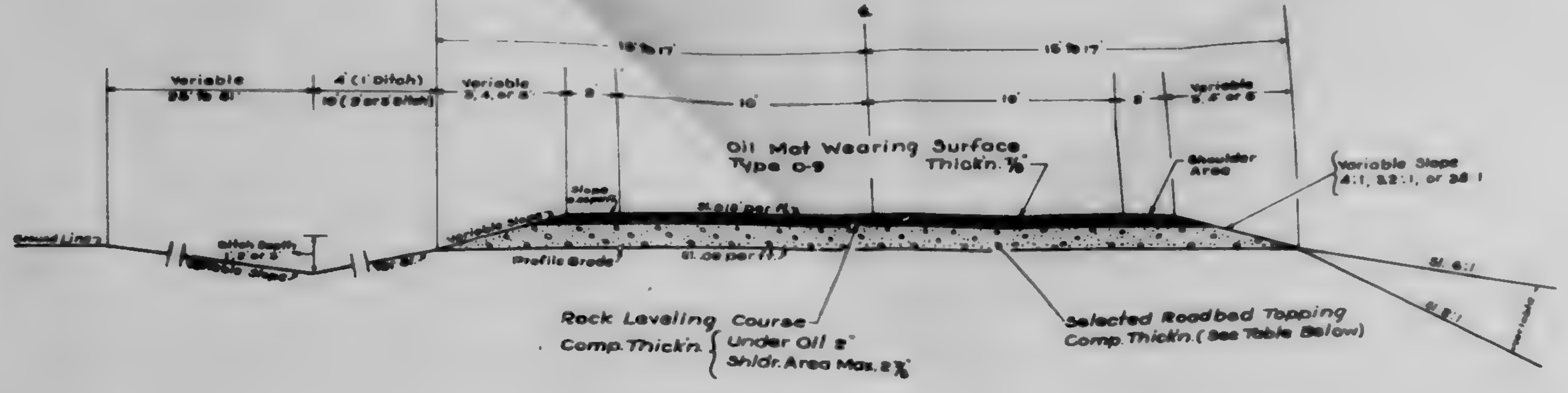
IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 2
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-73(3)		See Index

Length of F.A. Project 5.650 Miles

		Net Quantity	Allowance	TOTAL
5	6			
All	All	All		All
18	49	141	19	160
0115	6079	69078	6922	76000
030	9594	203100	20300	223400
831	163	4781	469	5250
		5.64		5.64
		12	2	14
		36	4	40
39	72	342	38	380
48	39	102	8	110
54	72	204	16	220
		34011	3389	37400
		82265	7735	90000
		6744	656	7400
		1052	48	1100
		5.64		5.64
		2205	95	2300
		223	37	260

TYPICAL SECTIONS

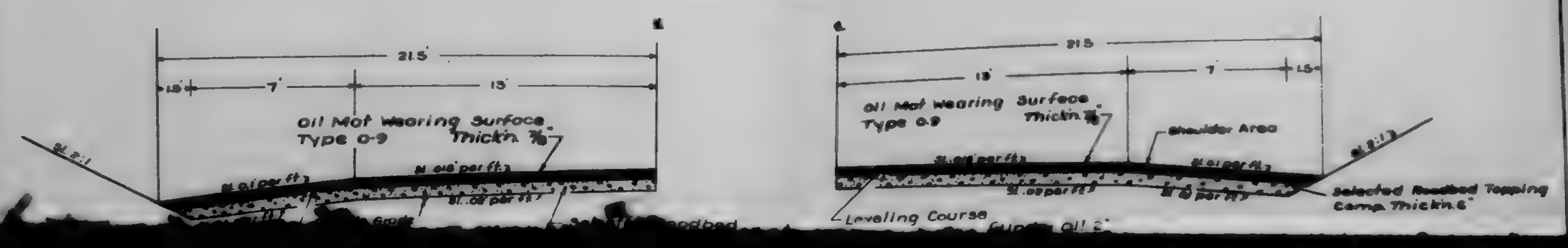
HIGHWAY SECTION



℄
15' to 17'
15' to 17'
Variable 25' to 61'
4' (1' Ditch)
10' (3' or 5' Ditch)
Variable 3, 4, or 5'
2'
16'
16'
2'
Variable 3, 4 or 5
Oil Mat Wearing Surface Type O-9 Thick'n. 7/8"
Shoulder Area
Variable Slope 4:1, 3.2:1, or 2.8:1
Ground Line
Ditch Depth 1.5' or 3'
Variable Slope
Slope
Variable Slope
Sl. .018' per ft.
Profile Grade
Sl. .02 per ft.
Sl. 6:1
Sl. 2:1
Variable
Rock Leveling Course
Comp. Thick'n. Under Oil 2" / Shldr. Area Max. 2 7/8"
Selected Roadbed Topping Comp. Thick'n. (See Table Below)

ROADBED WIDTH & TOPPING THICKNESS		
Roadbed - 30' Topping Comp. Thick'n. 6"	Roadbed - 32' Topping Comp. Thick'n. 12"	Roadbed - 34' Topping Comp. Thick'n. 16"
18+00 to 59+00	59+00 to 79+00	79+00 to 92+00
108+00 to 154+41.66	92+00 to 108+00	170+00 to 205+00
157+50 to 158+00		228+00 to 262+00
162+08.03 to 163+00		
167+00 to 170+00		
205+00 to 228+00		
262+00 to 299+88.43		

STREET SECTION

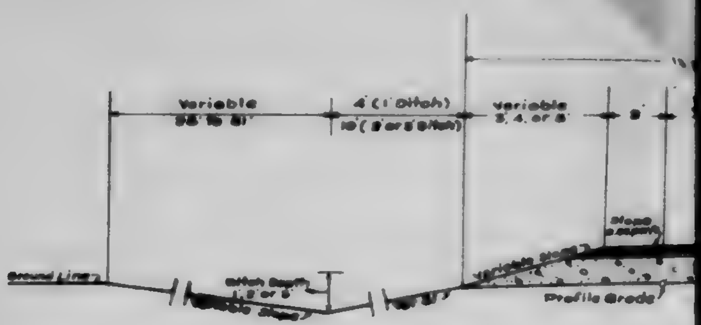


℄
℄
21.5'
1.5'
7'
13'
21.5
13'
7'
1.5
Oil Mat Wearing Surface Type O-9 Thick'n. 7/8"
Oil Mat Wearing Surface Type O-9 Thick'n. 7/8"
Sl. 2:1
Sl. .01 per ft.
Sl. .018' per ft.
Sl. .02 per ft.
Grade
Shoulder Area
Sl. .01 per ft.
Sl. 2:1
Selected Roadbed Topping Comp. Thick'n. 6"
Leveling Course
Under Oil 2"

SUMMARY

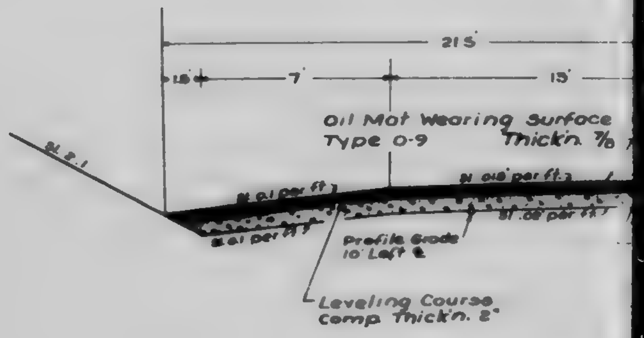
Length of F.A. Project 5.659 Miles

ITEM	UNIT	MILE						Net Quantity	Allowance	TOTAL
		1	2	3	4	5	6			
Clearing and Grubbing	All specified	All	All	All	All	All	All	All		All
Struct. Excavation, Unclassified	Cu.Yd		19	20	35	18	49	141	19	160
General Excavation, Unclassified	Cu.Yd.	4061	30832	7070	10981	10115	6079	69078	6922	76000
Short Overhaul	Yd-Sta.	7284	140469	16967	756	26030	9894	203100	20300	223400
Long Overhaul	"C" Yd.Sta.	58	2912	823		891	163	4781	469	5250
Finishing Roadbed and Slopes	Mile							5.64		5.64
12-Inch Corrugated Metal Pipe	Lin.Ft.				12			12	2	14
48-Inch Corrugated Metal Pipe	" "			36				36	4	40
12-Inch Concrete Pipe	" "			75	189	39	72	342	38	380
18-Inch Concrete Pipe	" "				15	46	39	102	8	110
Salvaging Culvert Pipe	" "		57	21		54	72	204	16	220
Selected Roadbed Topping	Cu.Yd.							34011	3389	37400
Hauling Roadbed Topping	Yd.Mi.							82265	7735	90000
1"-0" Material in Leveling Crse & shlds	Cu.Yd.							6744	656	7400
Sprinkling	M-Gal.							1052	48	1100
Preparation of Base	Mile							5.64		5.64
Furnishing & Placing Aggregates	Cu.Yd.							2205	95	2300
Furn. & Placing 150-200 Asphalt	Ton							223	37	260


Variable
33' to 51'
4' (1' Ditch)
10' (3' or 5' Ditch)
Variable
3, 4, or 5
3'
Slope
Ground Line
Ditch Depth
1, 3 or 5
Variable Slope
Profile Grade

Rock Le
Comp. Tr

Topping
18+00
108+00
157+50
162+08.0
167+00
205+00
262+0


21.5'
1.5'
7'
13'
Sl. 2:1
Sl. .01 per ft.
Sl. .018 per ft.
Sl. .02 per ft.
Profile Grade 10' Left ℄

Oil Mat Wearing Surface Type O-9 Thick'n. 7/8

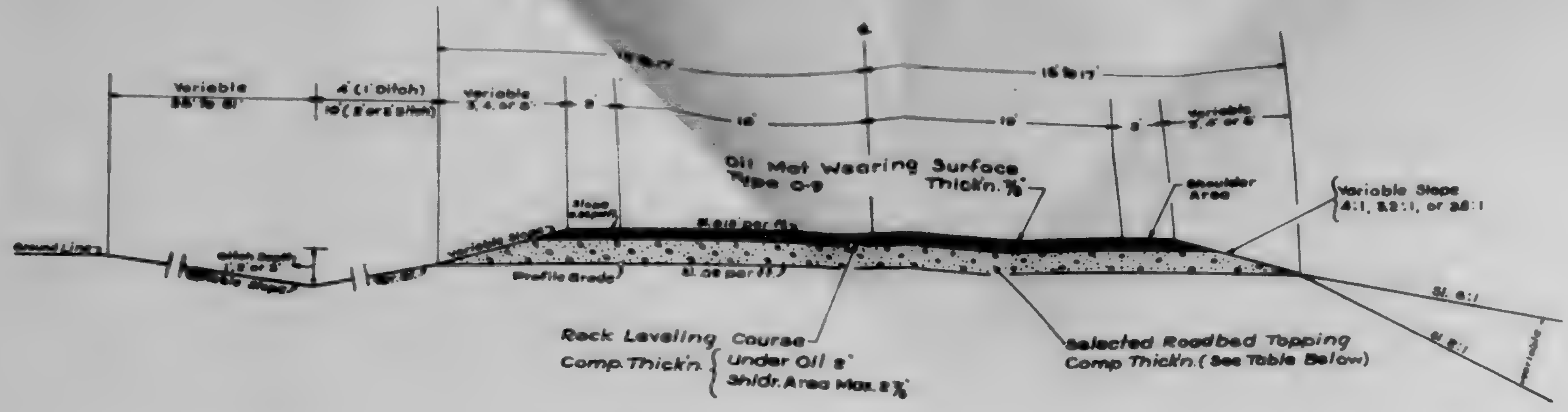
Leveling Course Comp. Thick'n. 2"

TYPICAL HALF SECTION
158+00 to 162+08.03

ngth of Project 5.658 Miles

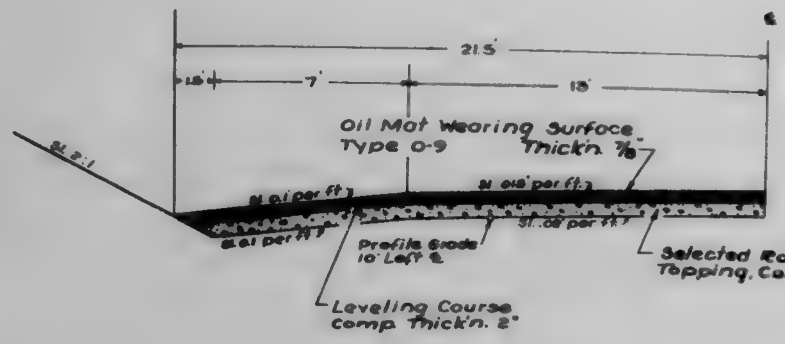
	Net Quantity	Allowance	TOTAL
6			
All	All		All
49	141	19	160
6079	69078	[illegible]	76000
9594	208100	[illegible]	223400
163	4781	469	5250
	564		564
	12	2	14
	36	4	40
72	342	38	380
39	102	8	110
78	204	16	220
	34011	3389	37400
	82265	7735	90000
	6744	656	7400
	1052	48	1100
	564		564
	2205	95	2300
	223	37	260

HIGHWAY SECTION

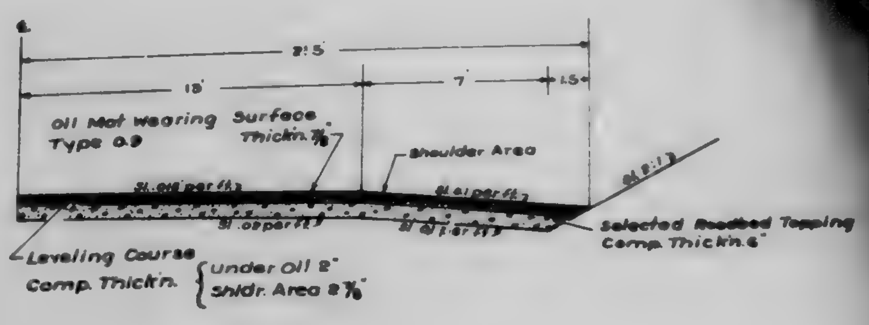

Variable 56' to 61'
4' (1' Ditch)
10' (2' or 2' Ditch)
Variable 3, 4, or 5'
2'
15' to 17'
15' to 17'
16'
16'
2'
Variable 3, 5' or 6'
Oil Mat Wearing Surface Type 0-9 Thick'n. 7/8"
Shoulder Area
Variable Slope 4:1, 3.2:1, or 3.6:1
Slope
Ground Line
Ditch Depth 1.5' or 2'
Variable Slope
Variable Slope
.015' per ft.
Profile Grade
Sl. .02 per ft.
Sl. 6:1
Sl. 2:1
Variable
Rock Leveling Course Comp. Thick'n. { Under Oil 2" Shldr. Area Max. 2 7/8"
Selected Roadbed Topping Comp. Thick'n. (See Table Below)

ROADBED WIDTH & TOPPING THICKNESS		
Roadbed - 30' Topping Comp. Thick'n. 6"	Roadbed - 32' Topping Comp. Thick'n. 18"	Roadbed - 34' Topping Comp. Thick'n. 18"
18+00 to 59+00	59+00 to 79+00	79+00 to 92+00
108+00 to 154+41.66	92+00 to 108+00	170+00 to 205+00
157+50 to 158+00		228+00 to 262+00
162+08.03 to 163+00		
167+00 to 170+00		
205+00 to 228+00		
262+00 to 299+88.43		

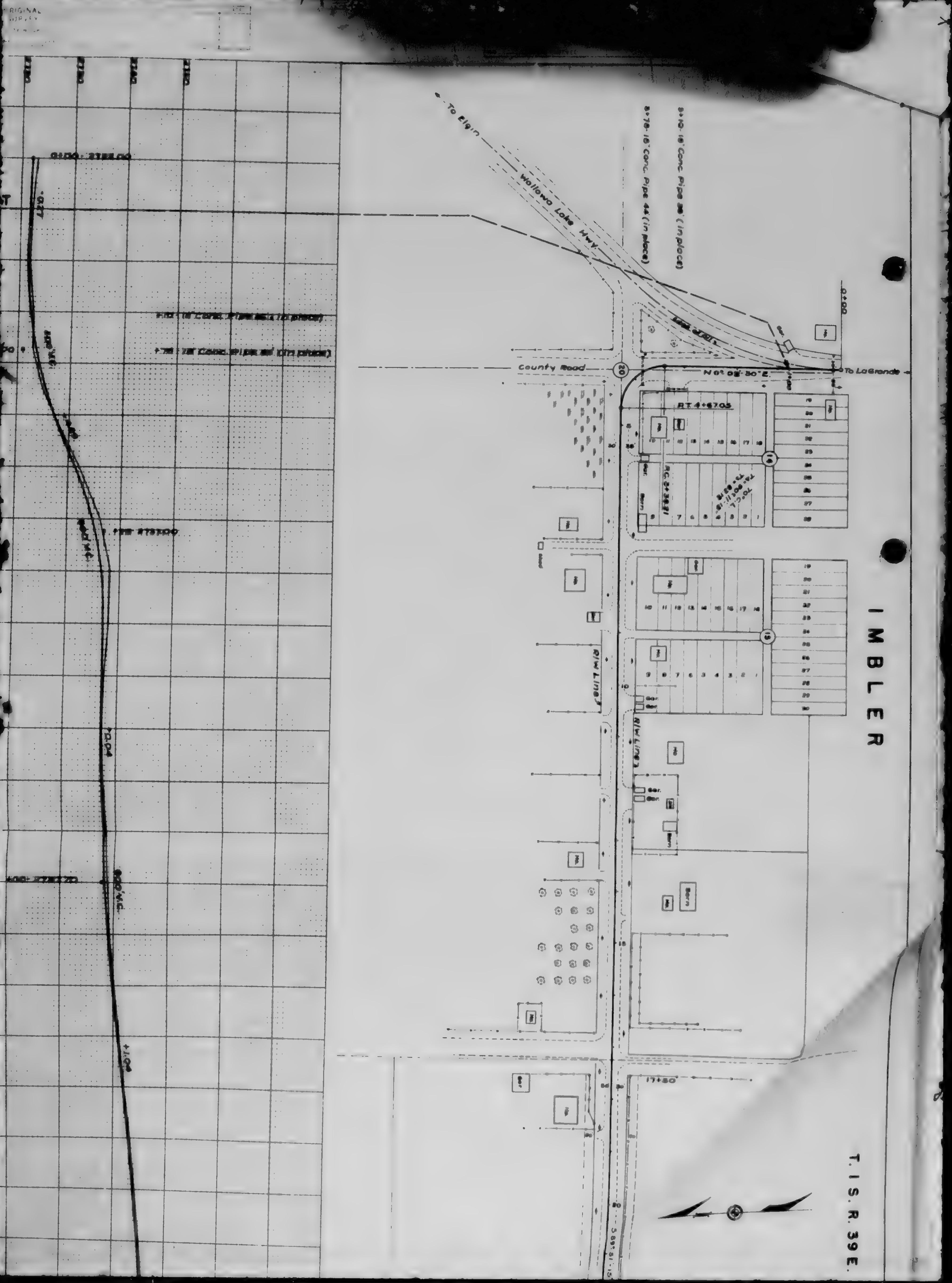
STREET SECTION

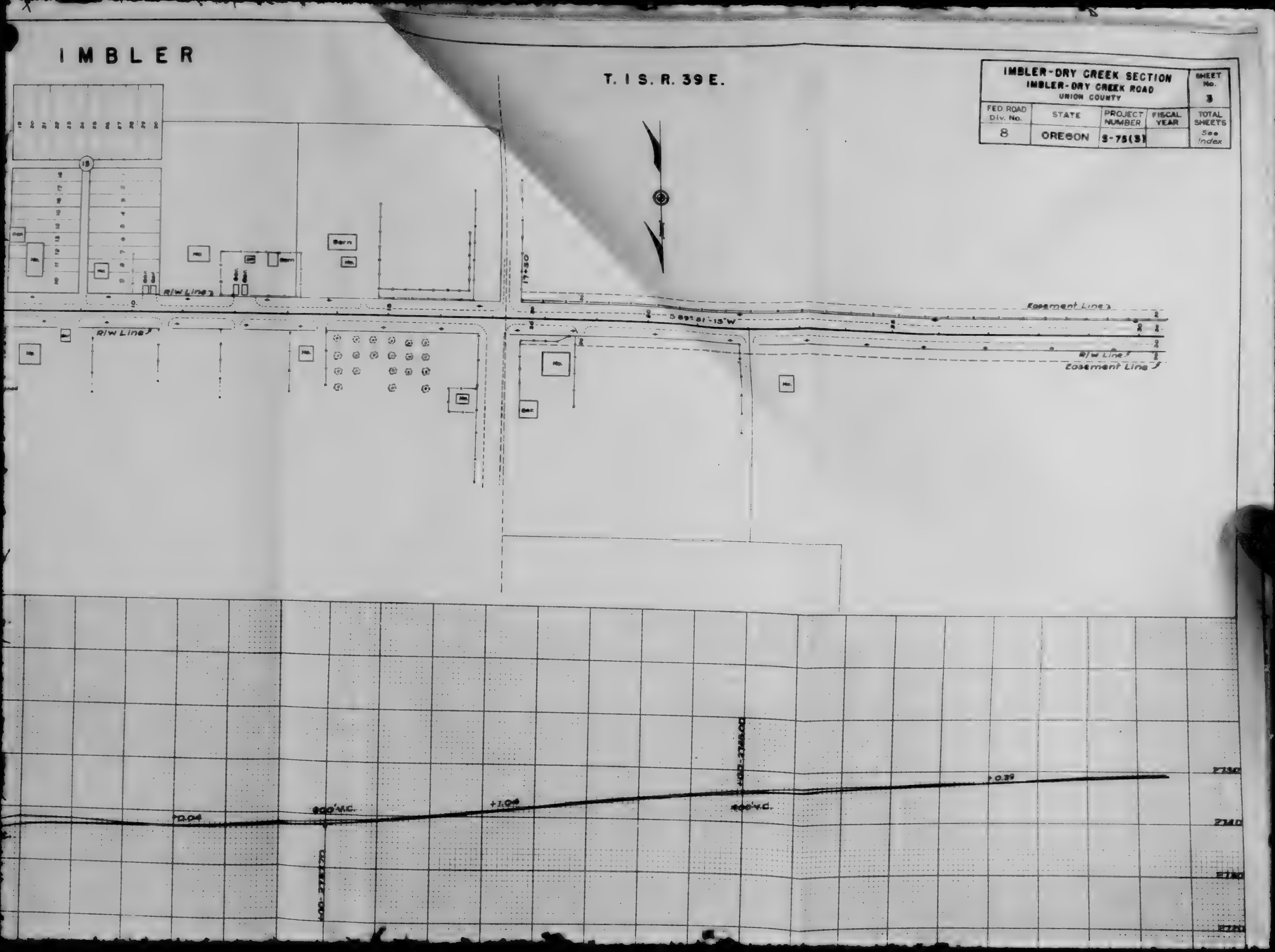

21.5'
1.5'
7'
13'
Oil Mat Wearing Surface Type 0-9 Thick'n. 7/8"
Sl. 2:1
Sl. .01 per ft.
Sl. .015' per ft.
Sl. .01 per ft.
Profile Grade 10' Left ℄
Sl. .02 per ft.
Selected Roadbed Topping, Comp. Thick'n. 6"
Leveling Course Comp. Thick'n. 2"

TYPICAL HALF SECTION
158+00 to 162+08.03

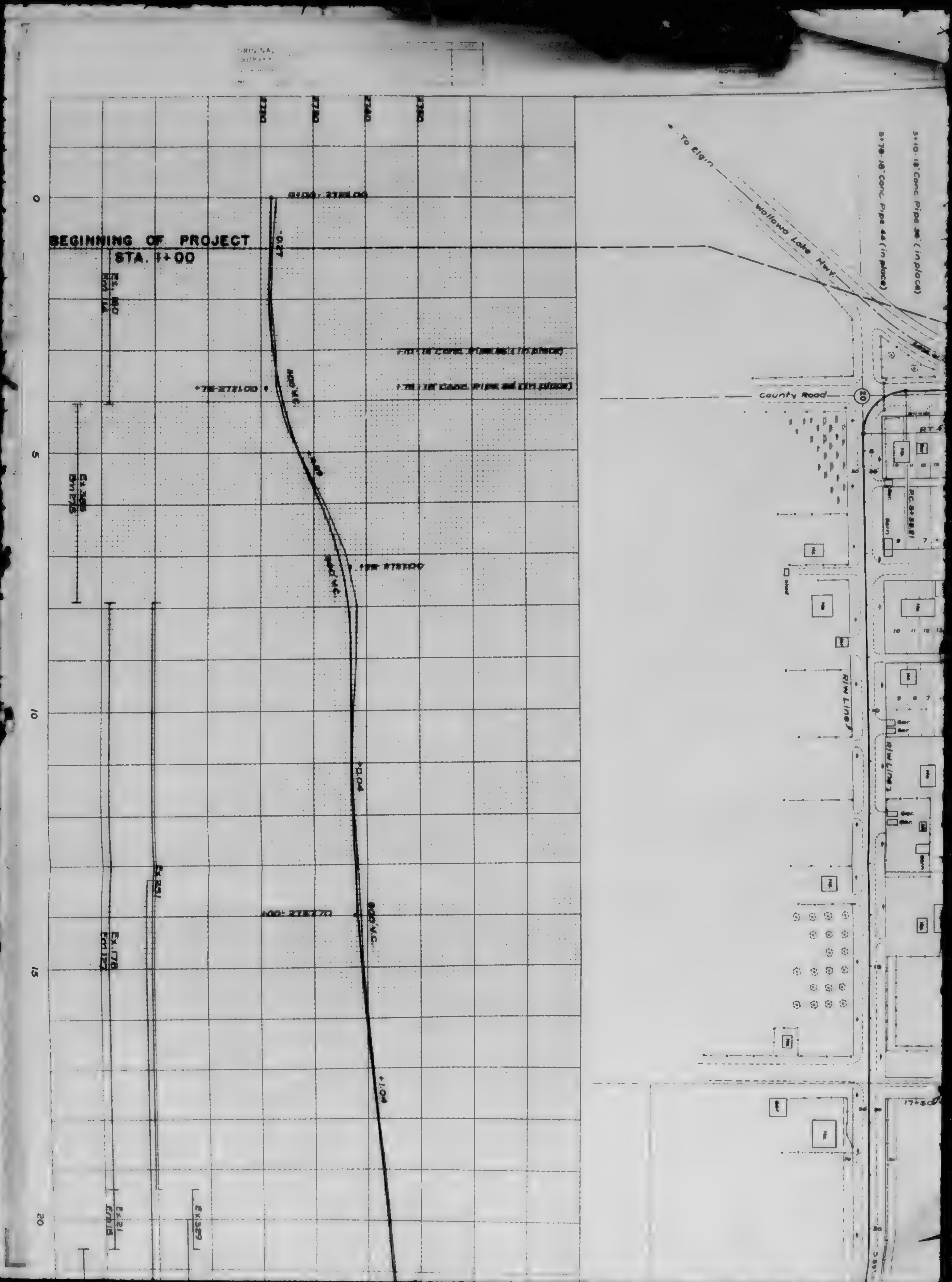

21.5'
13'
7'
1.5'
Oil Mat Wearing Surface Type 0-9 Thick'n. 7/8"
Shoulder Area
Sl. 2:1
Sl. .015' per ft.
Sl. .01 per ft.
Sl. .02 per ft.
Sl. .01 per ft.
Selected Roadbed Topping Comp. Thick'n. 6"
Leveling Course Comp. Thick'n. { Under Oil 2" Shldr. Area 2 7/8"

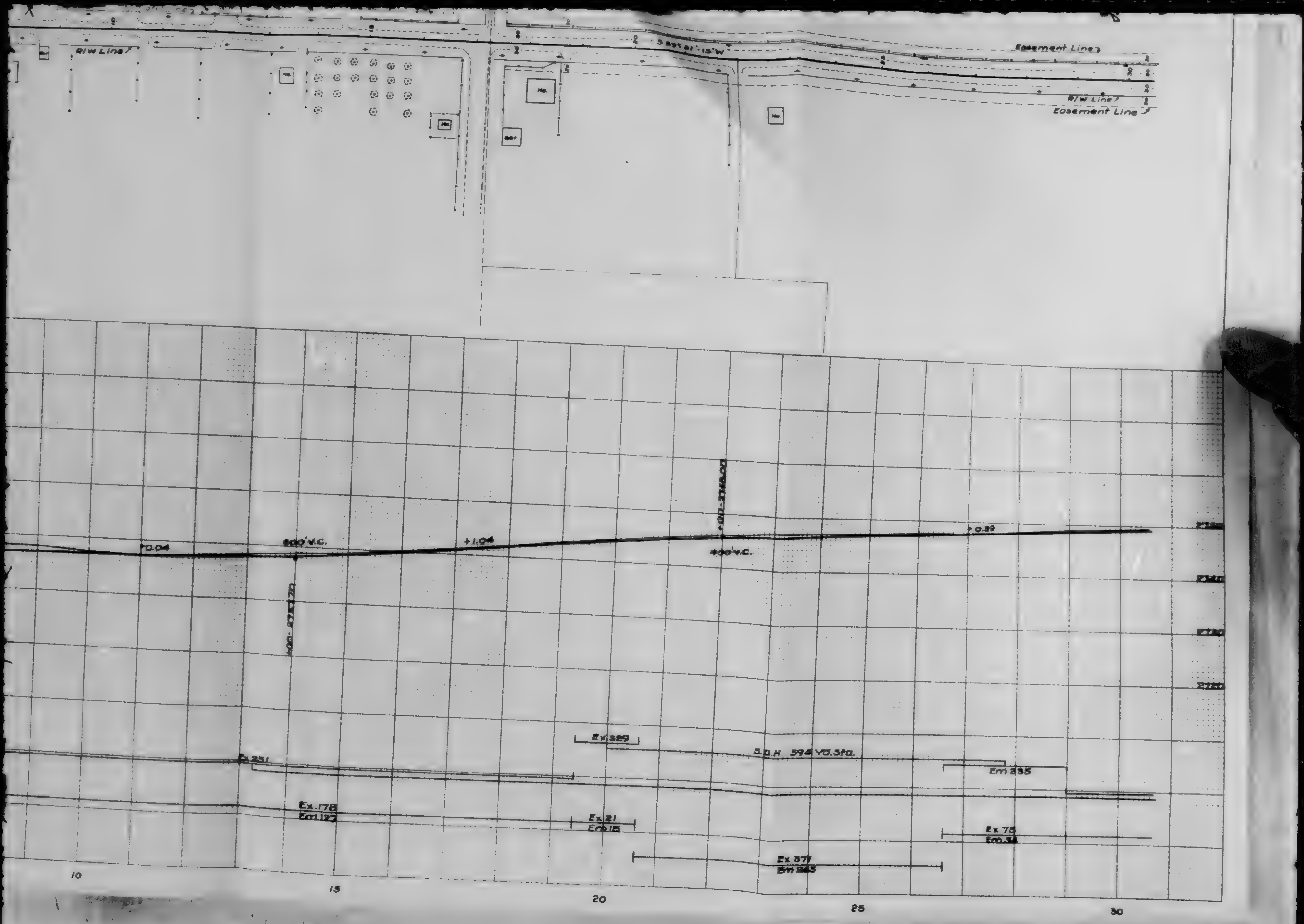
TYPICAL HALF SECTION
1+00 to 18+00
154+41.66 to 157+50
163+00 to 167+00

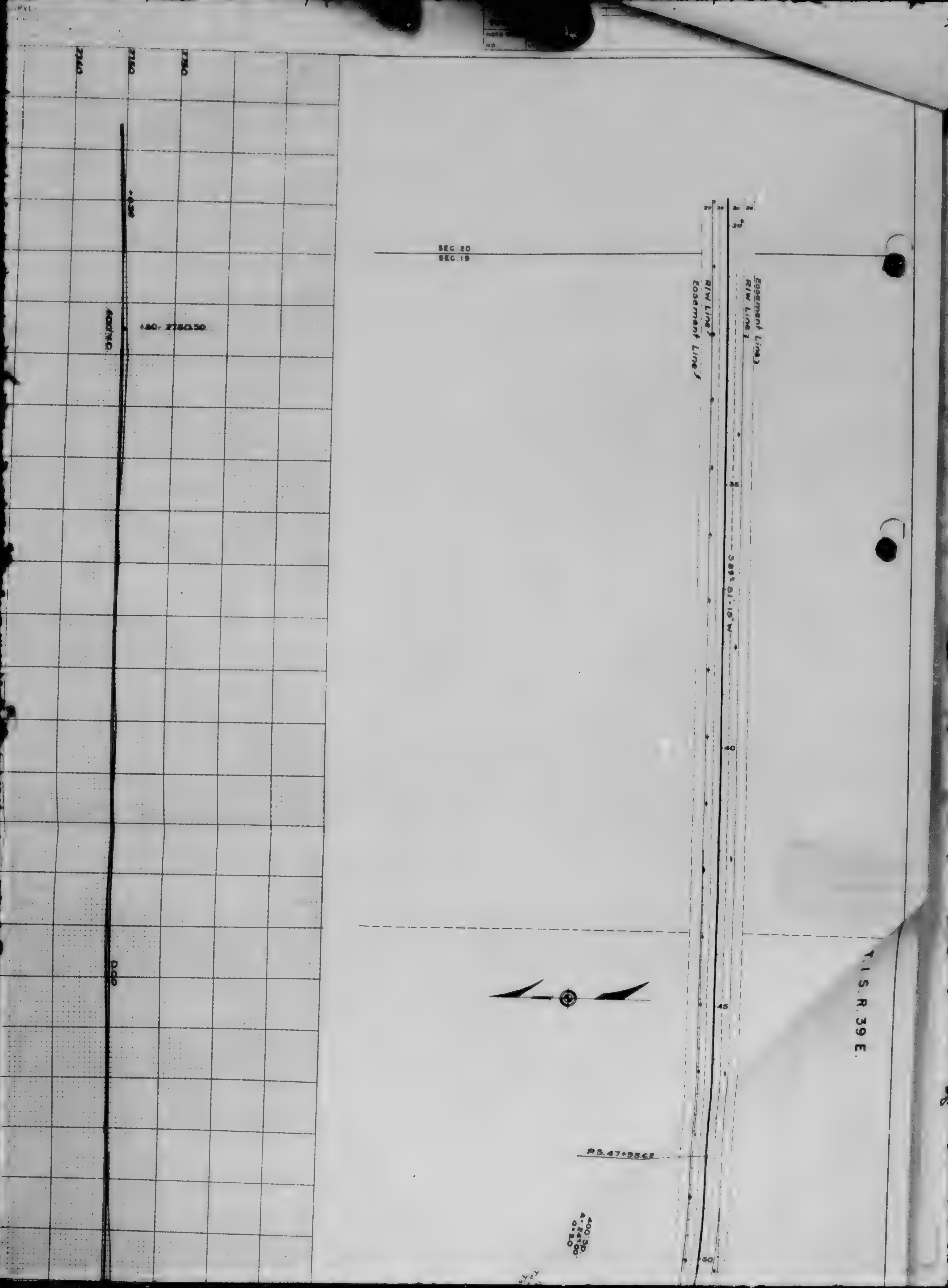

To Elgin
Wallowa Lake Hwy.
8+78 - 18" Conc. Pipe 44 (in place)
9+10 - 18" Conc. Pipe 38' (in place)
County Road
20
N 0° 03' 30" E.
To La Grande
0+00
RT 4+67.05
14
15
R/W Line
Gar.
Barn
17+80
IMBLER
T. 1 S. R. 39 E.
18" Conc. Pipe (in place)
18" Conc. Pipe (in place)


IMBLER
T. 1 S. R. 39 E.
R/W Line
R/W Line
Barn
Barn
17+30
S 89° 51'-15"W
Easement Line
R/W Line
Easement Line
-0.04
600' V.C.
+1.04
600' V.C.
+0.39
2730
2740
2720
2710

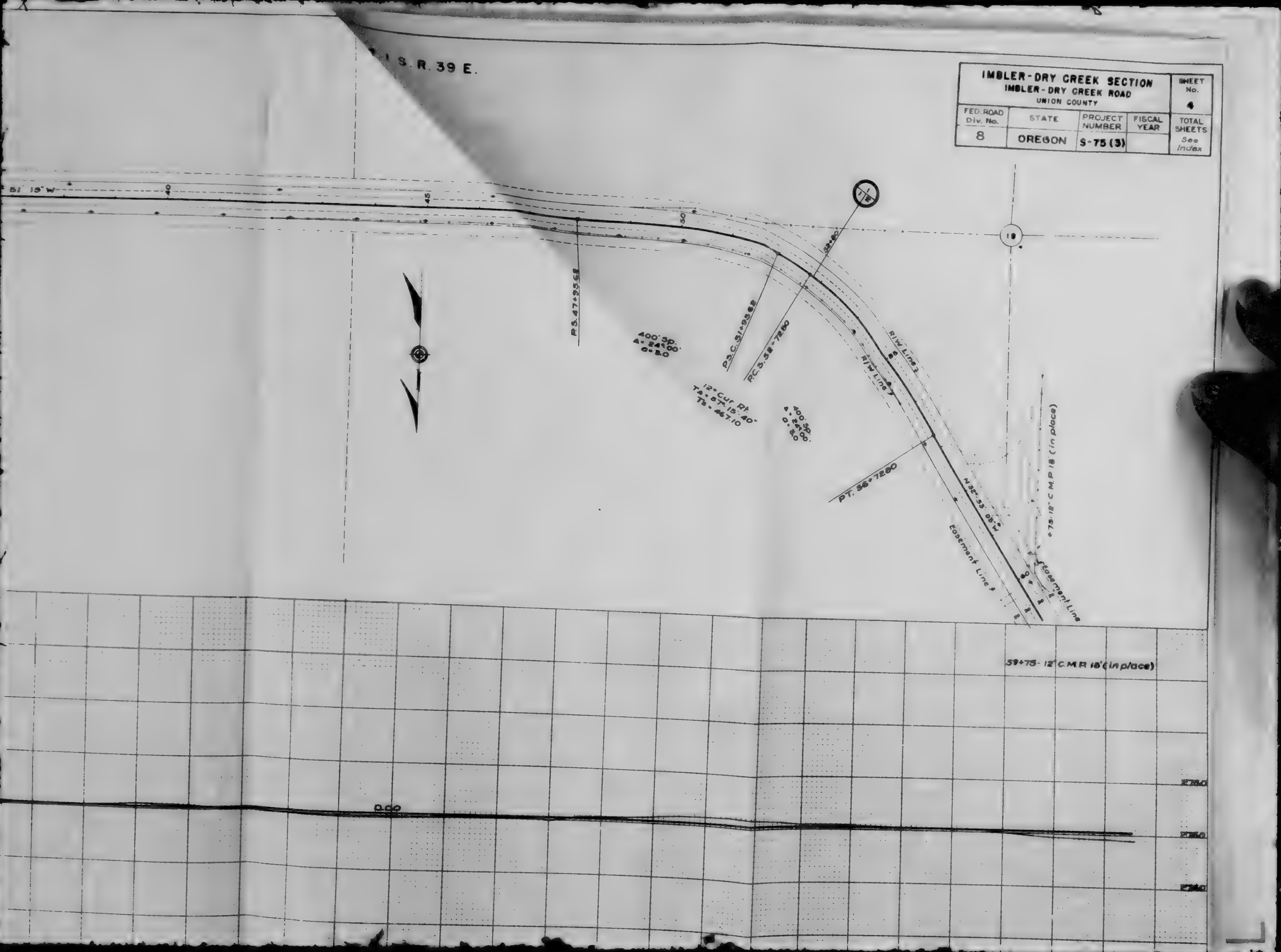
IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 3
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75(3)		See Index


BEGINNING OF PROJECT
STA. 1+00
0
5
10
15
20
2790
2780
2790
2780
-.627
400' V.C.
400' V.C.
300' V.C.
+0.04
+1.04
Ex. 160
Emb. 14
Ex. 365
Emb. 2716
Ex. 178
Emb. 17
Ex. 251
Ex. 21
Emb. 15
Ex. 329
To Elgin
Wallowa Lake Hwy.
County Road
20
5+10 - 18" Conc. Pipe 36' (in place)
5+70 - 18" Conc. Pipe 44' (in place)
R/W Line
R/W Line
RT 4
P.C. 5+38.81
Hse.
Gar.
Barn
Shed
17+50
10
11
12
13
9
8
7

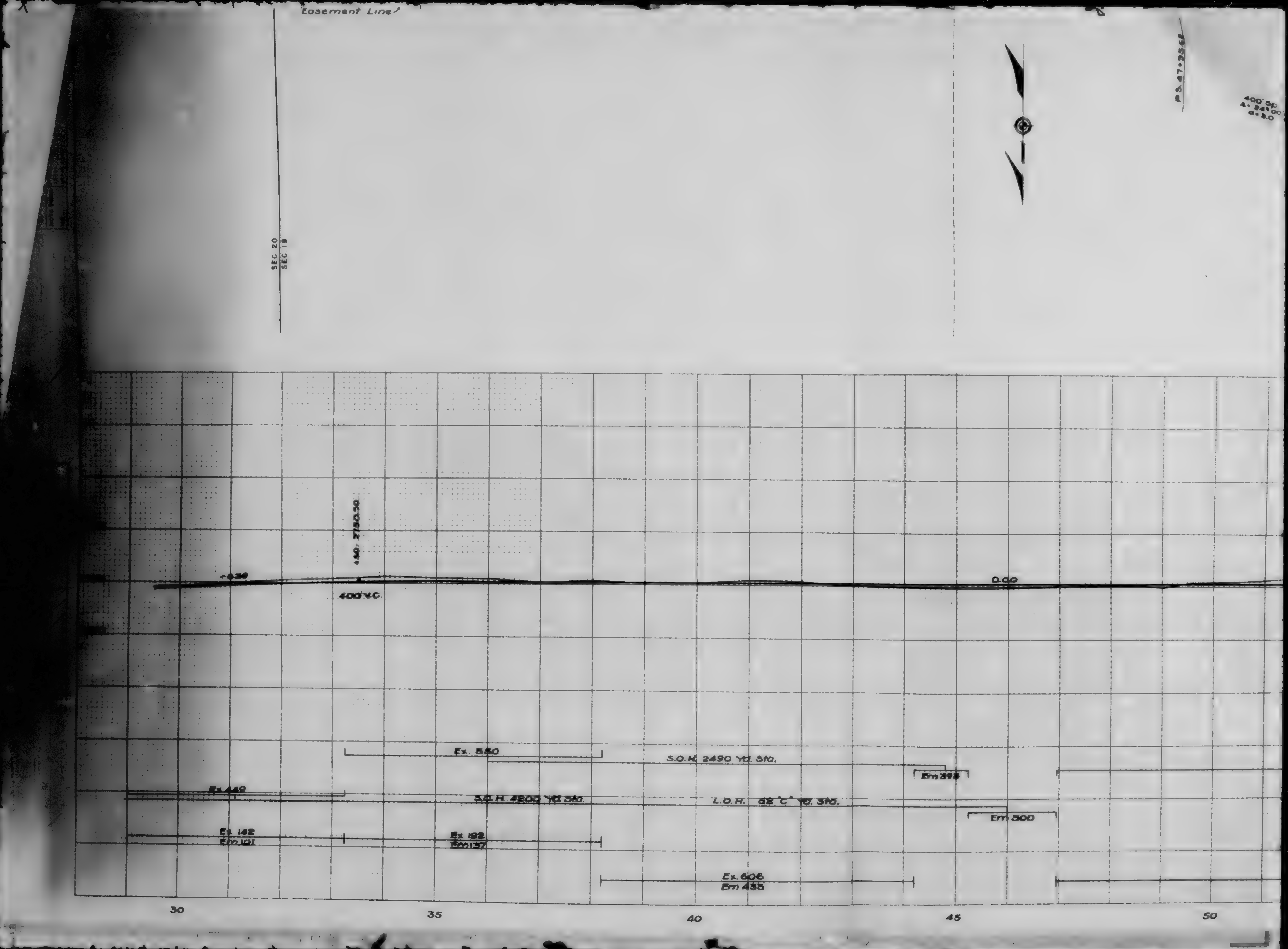

R/W Line
S 89°31'-15"W
Easement Line
R/W Line
Easement Line
0.04
400' V.C.
+00-2753.70
+1.04
+00-2758.00
400' V.C.
0.39
2750
2740
2730
2720
Ex 329
S.D.H. 594 Yd.Sta.
Ex 251
Em 235
Ex 178
Em 127
Ex 21
Em 15
Ex 75
Em 34
Ex 377
Em 343
10
15
20
25
30

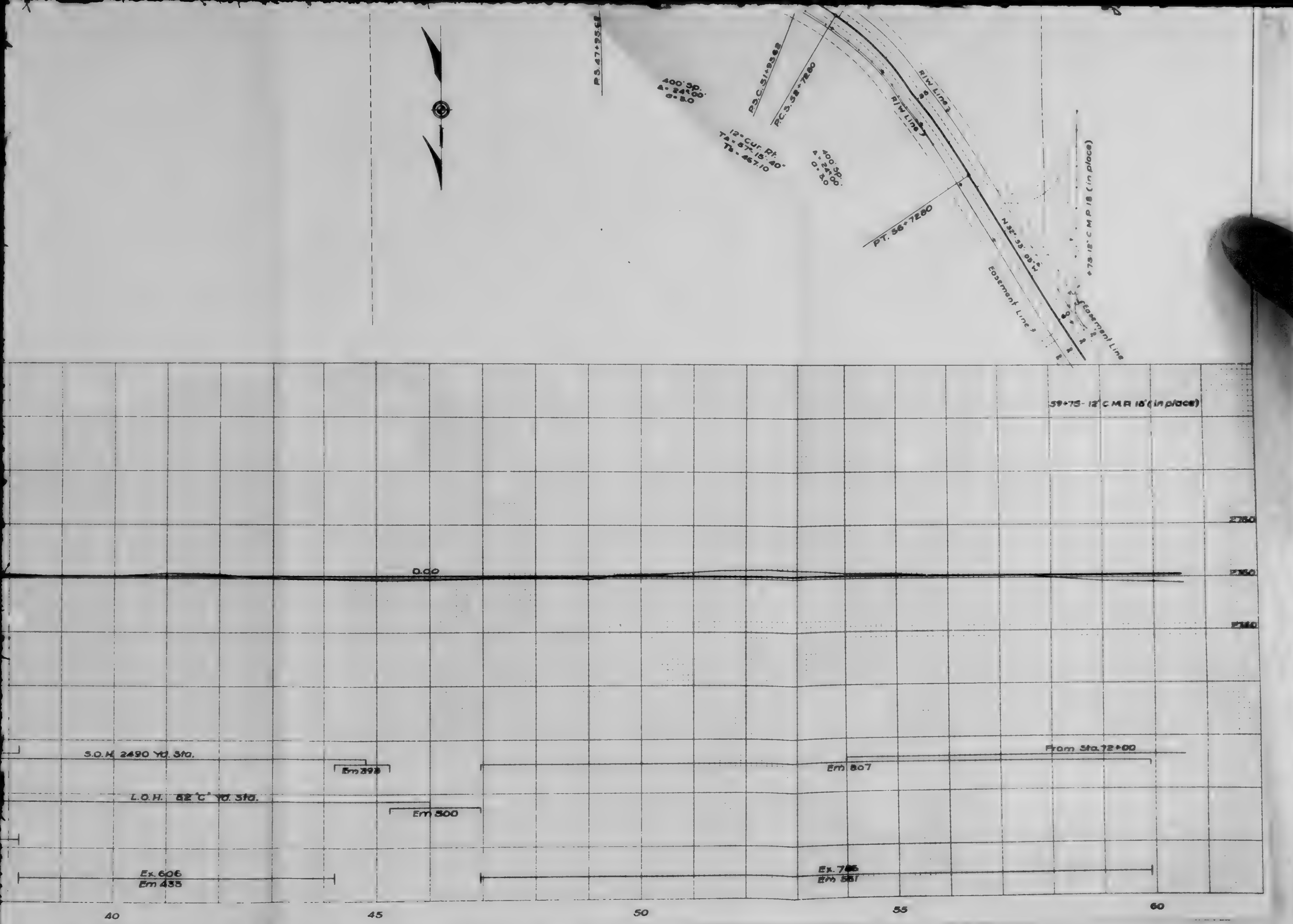

2760
2750
2740
+50
+50 2750.50
2750.50
SEC 20
SEC. 19
30
R/W Line
Easement Line
Easement Line
R/W Line
35
S 89° 51'-15" W
40
45
T. 1 S. R. 39 E.
P.S. 47+95.62
50

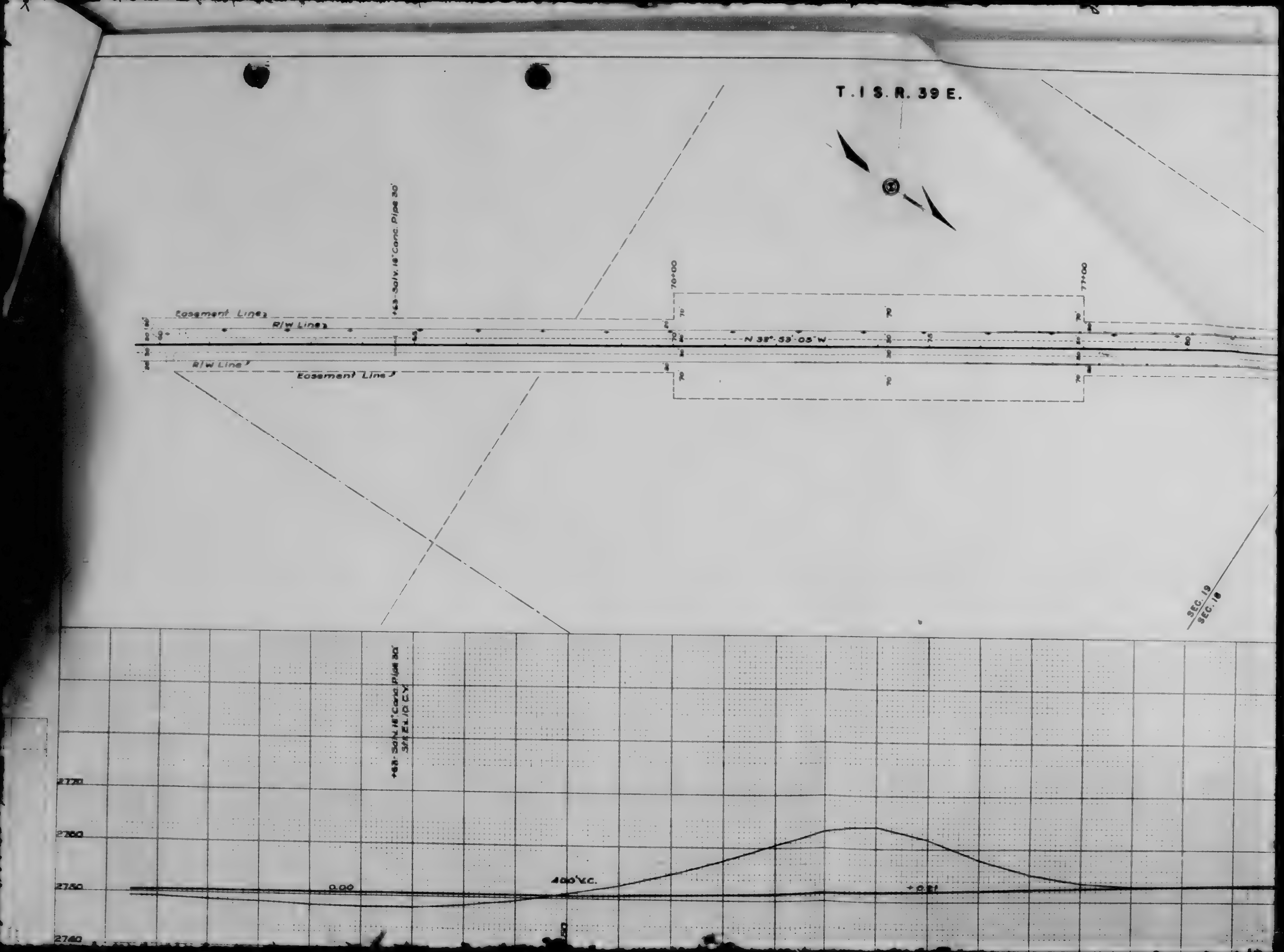
IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No.
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	4
8	OREGON	S-75 (3)		TOTAL SHEETS See Index



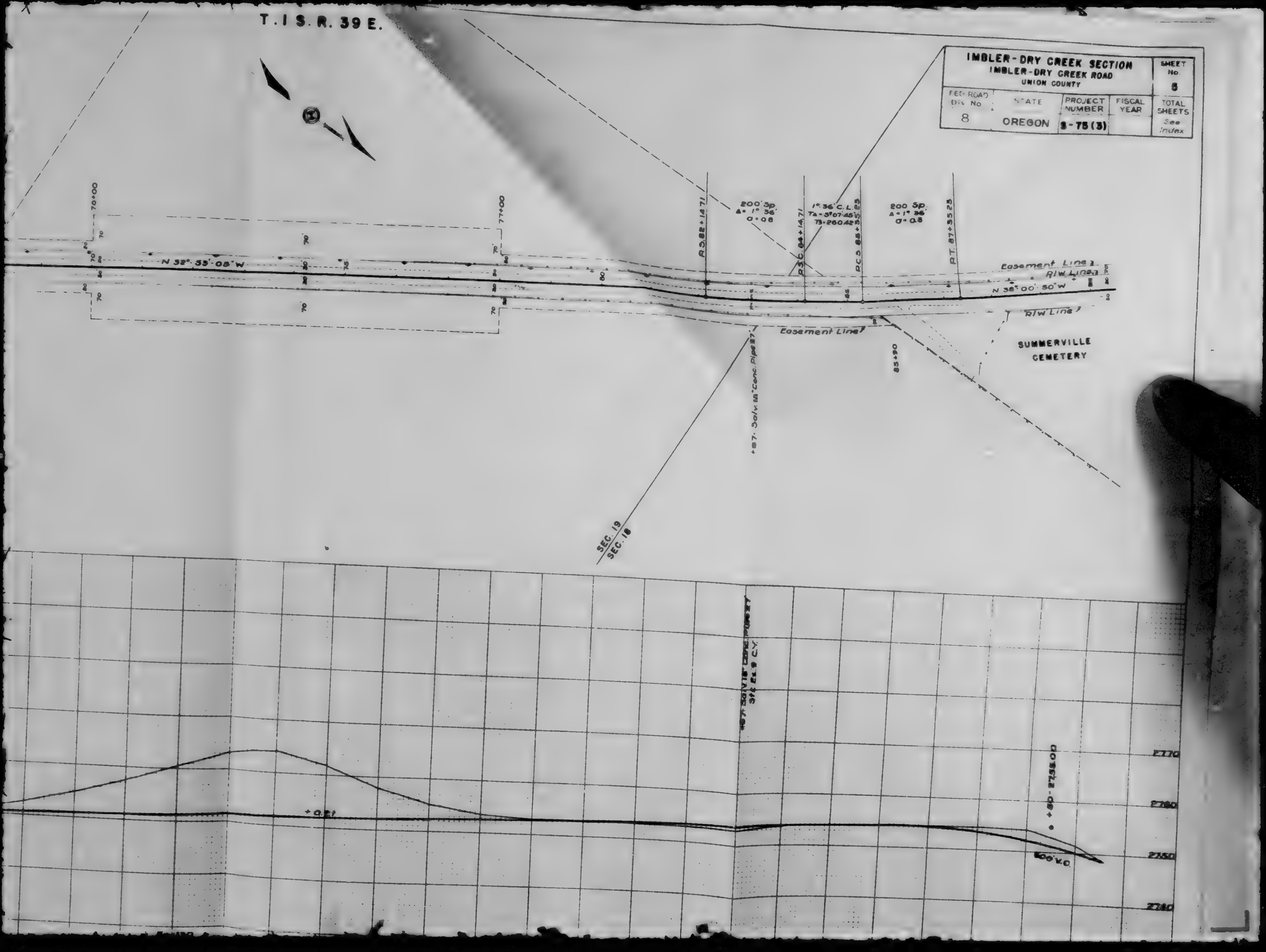
1 S. R. 39 E.
81° 15' W
40
45
50
P.S. 47+95.68
400' Sp.
Δ = 24°00'
C = 3.0
P.S.C. 51+95.68
P.C.S. 52+72.80
12° Cur Rt
TΔ = 57° 15' 40"
Ts = 467.10
400' Sp.
Δ = 24°00'
C = 3.0
52+60
19
R/W Line
R/W Line
PT. 56+72.80
N 32° 53' 08" W
Easement Line
Easement Line
+75 - 12" C.M.P. 18' (in place)
59+75 - 12" C.M.P. 18' (in place)
0.00
2760
2750
2740

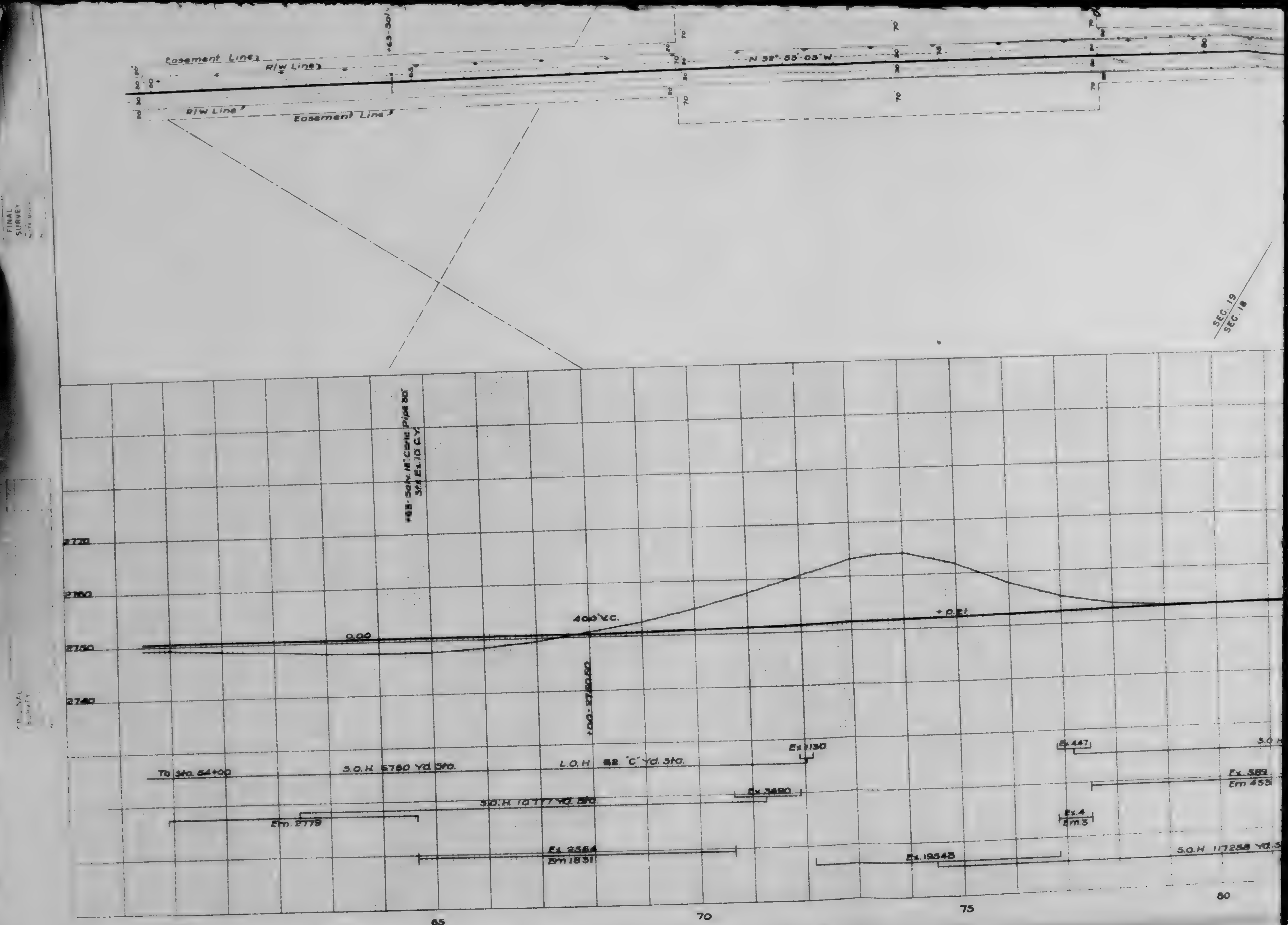

Easement Line
SEC 20
SEC 19
P.S. 47+25.68
400' Sp
Δ 24°00'
D 8.0
+0.30
450· 2750.50
400' V.C.
0.00
Ex. 550
S.O.H. 2490 Yd. Sta.
Em 393
Ex 440
S.O.H. 4800 Yd. Sta.
L.O.H. 62 "C" Yd. Sta.
Em 300
Ex 142
Em 101
Ex 192
Em 137
Ex. 606
Em 435
30
35
40
45
50

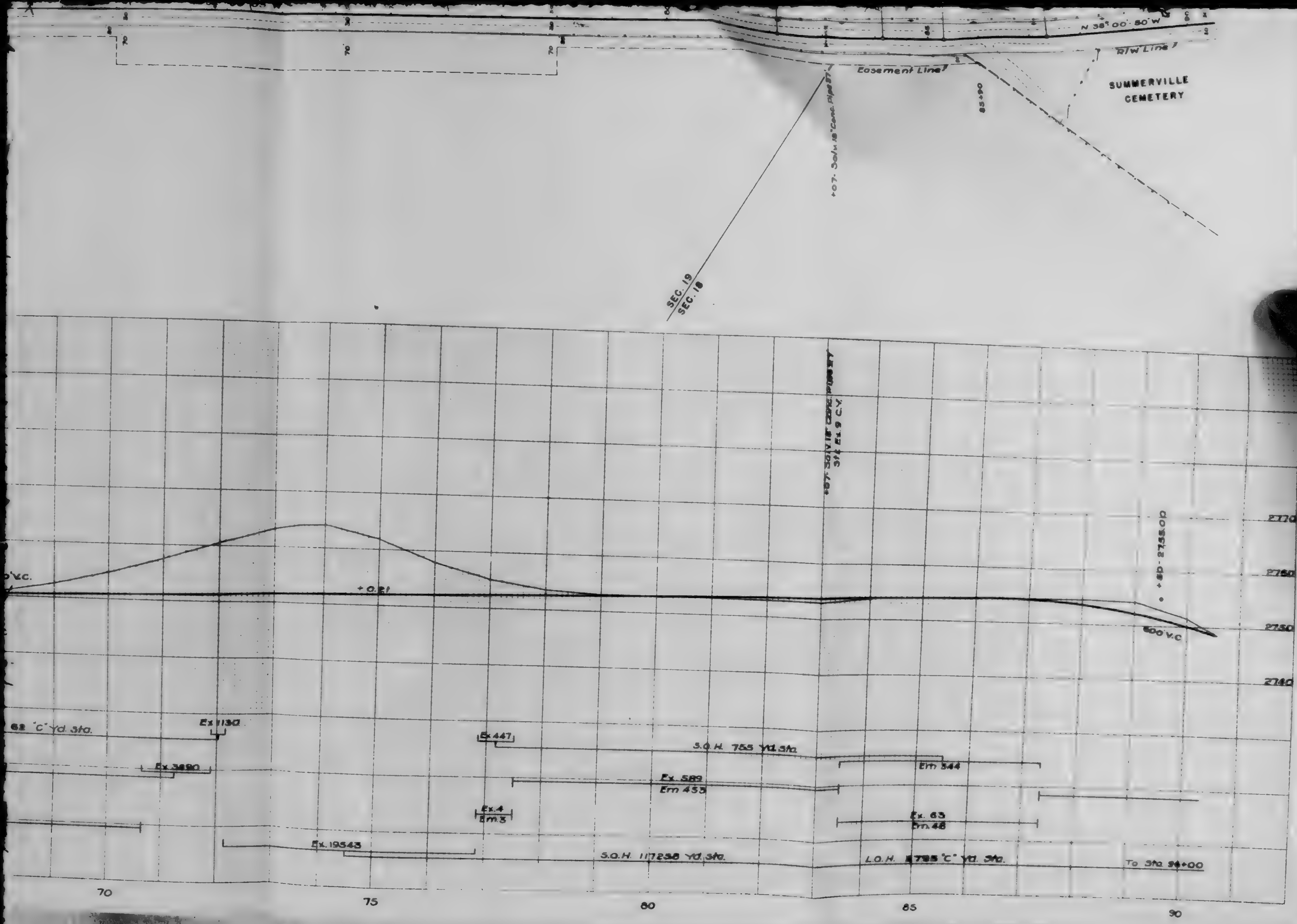

P.S. 47+95.68
400' Sp.
Δ=24°00'
d=3.0
P.S.C. 51+95.68
P.C.S. 52+72.80
12° Cur. Rt.
Ta=67°15'40"
Ts=467.10
400' Sp.
Δ=24°00'
d=3.0
R/W Line
R/W Line
PT. 56+72.80
N 32° 35' 08" W
Easement Line
Easement Line
+73 18" C M P 18 (in place)
59+75- 12" C M R 18' (in place)
2780
0.00
2760
2740
S.O.H. 2490 Yd. Sta.
Em 398
Em 807
From Sta. 72+00
L.O.H. 82 "C" Yd. Sta.
Em 500
Ex. 606
Em 435
Ex. 785
Em 581
40
45
50
55
60

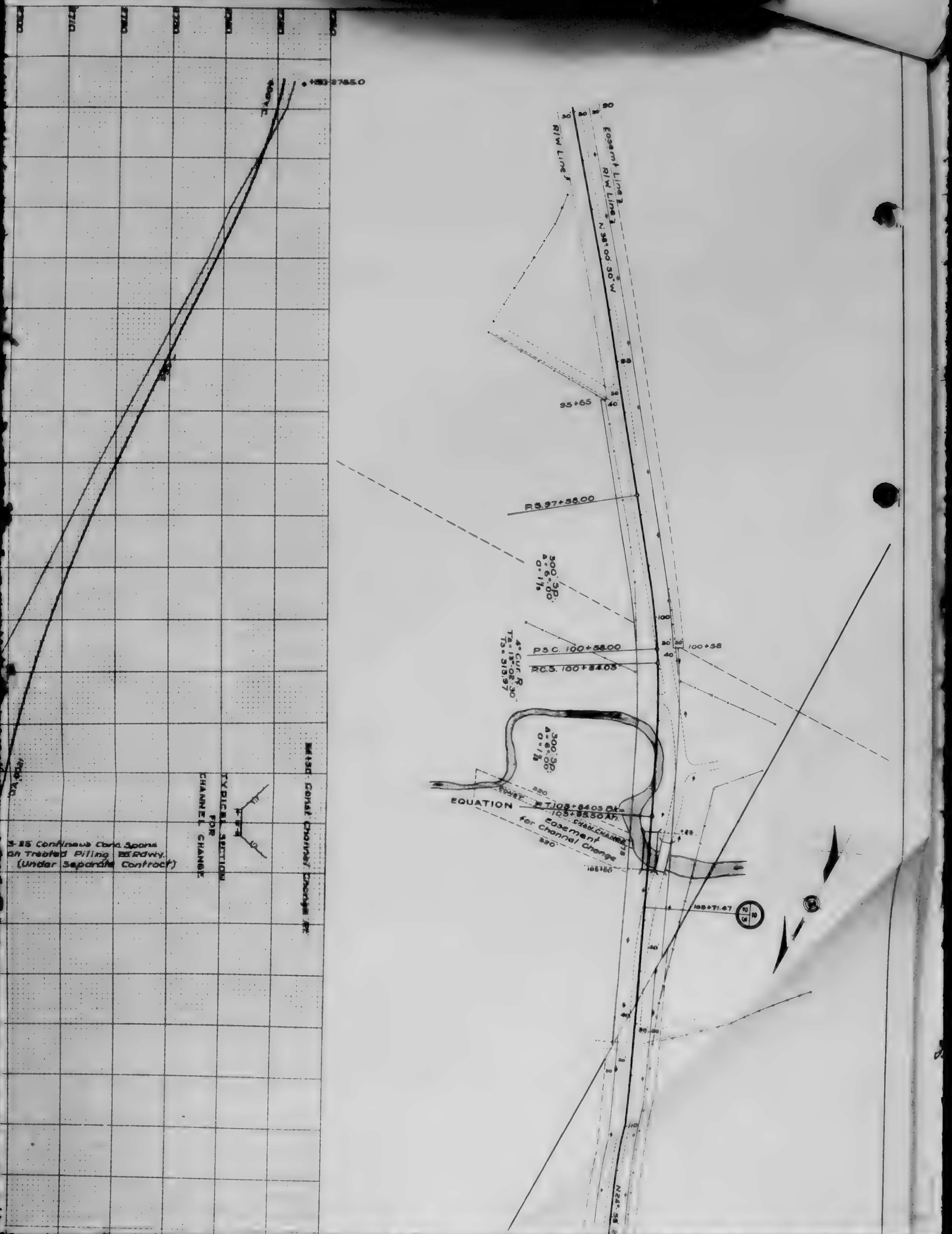

T. 1 S. R. 39 E.
Easement Line
R/W Line
N 38° 53' 05" W
R/W Line
Easement Line
+63-Salv. 18" Conc. Pipe 30'
70+00
77+00
70'
70'
30
30
65
75
80
SEC. 19
SEC. 18
+63-Salv. 18" Conc. Pipe 30'
Str. Ex. 10 C.Y.
2780
2770
2760
2750
2740
0.00
400' V.C.
+0.21
50

IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 5
FED. ROAD DIV. No. 8	STATE OREGON	PROJECT NUMBER S-75(3)	FISCAL YEAR	TOTAL SHEETS *See Index*

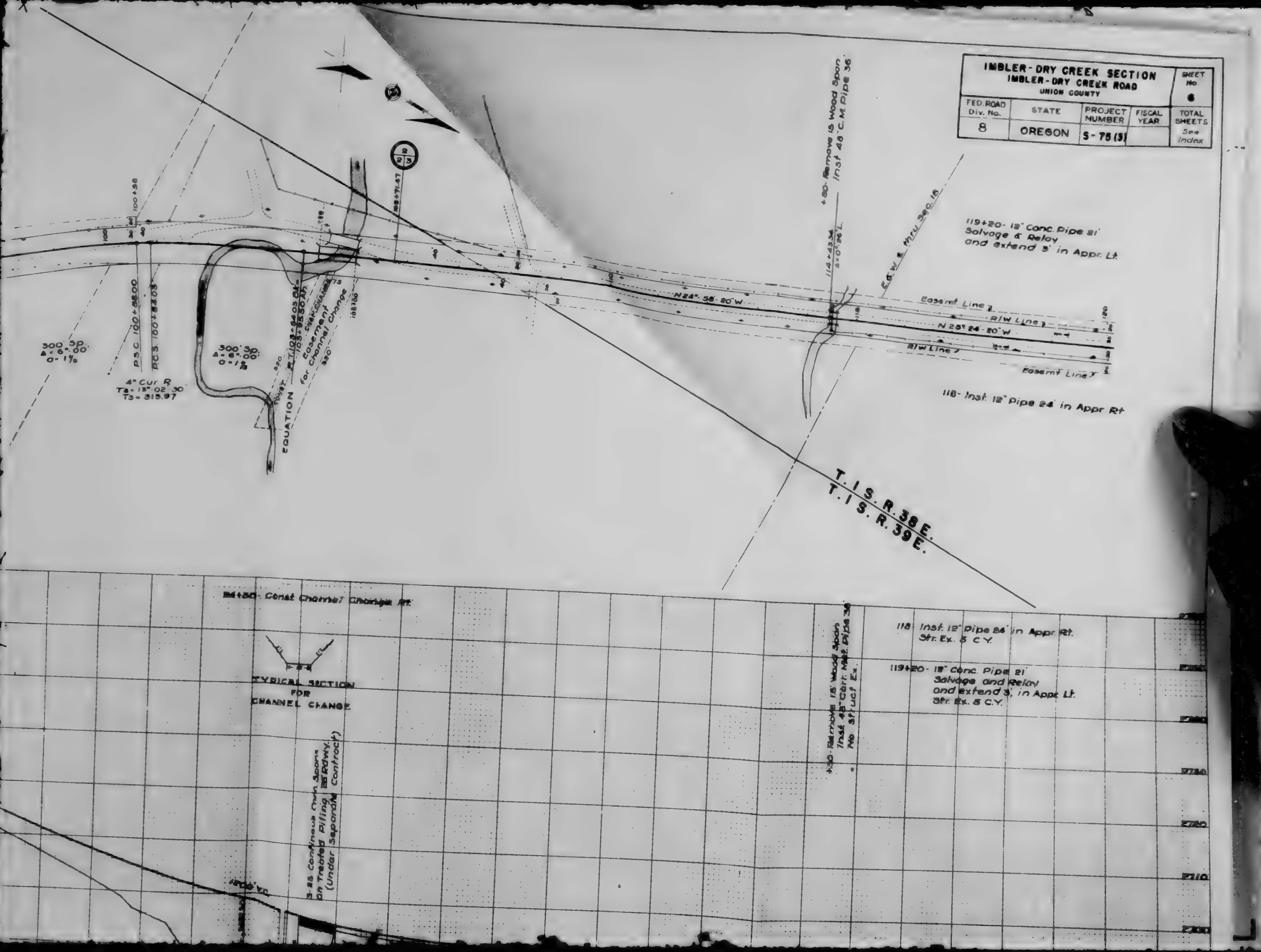

T. 1 S. R. 39 E.
70+00
77+00
N 32° 33' 08" W
P.S. 82+14.71
200' Sp.
Δ = 1° 36'
σ = 0.8
P.S.C. 84+14.71
1° 36' C.L.
Ta = 3° 07' 45"
Ts = 260.42
P.C.S. 85+35.23
200 Sp.
Δ = 1° 36'
σ = 0.8
P.T. 87+35.23
Easement Line
R/W Line
N 38° 00' 50" W
R/W Line
Easement Line
+87- Salv. 18" Conc. Pipe 27'
85+90
SUMMERVILLE
CEMETERY
SEC. 19
SEC. 18
+87- Salv. 18" Conc. Pipe 27'
Sta. Ex. 9 C.Y.
+0.21
+80 - 2755.00
400' V.C.
2770
2760
2750
2740


ORIGINAL SURVEY
FINAL SURVEY
Easement Line
R/W Line
R/W Line
Easement Line
+63-30
65
70
N 32° 53' 05" W
80
SEC. 19
SEC. 18
+63-Salv. 18" Corr. Pipe 30'
Str. Ex. 10 C.Y.
2770
2760
2750
2740
0.00
400' V.C.
+0.21
+00-2750.50
To Sta. 54+00
S.O.H. 5780 Yd. Sta.
L.O.H. 82 "C" Yd. Sta.
Ex. 1130
Ex. 447
Ex. 3890
S.O.H. 10777 Yd. Sta.
Em. 2779
Ex. 4
Em. 8
Ex. 589
Em. 453
Ex. 2564
Em. 1831
Ex. 19548
S.O.H. 117258 Yd. S
60
65
70
75
80

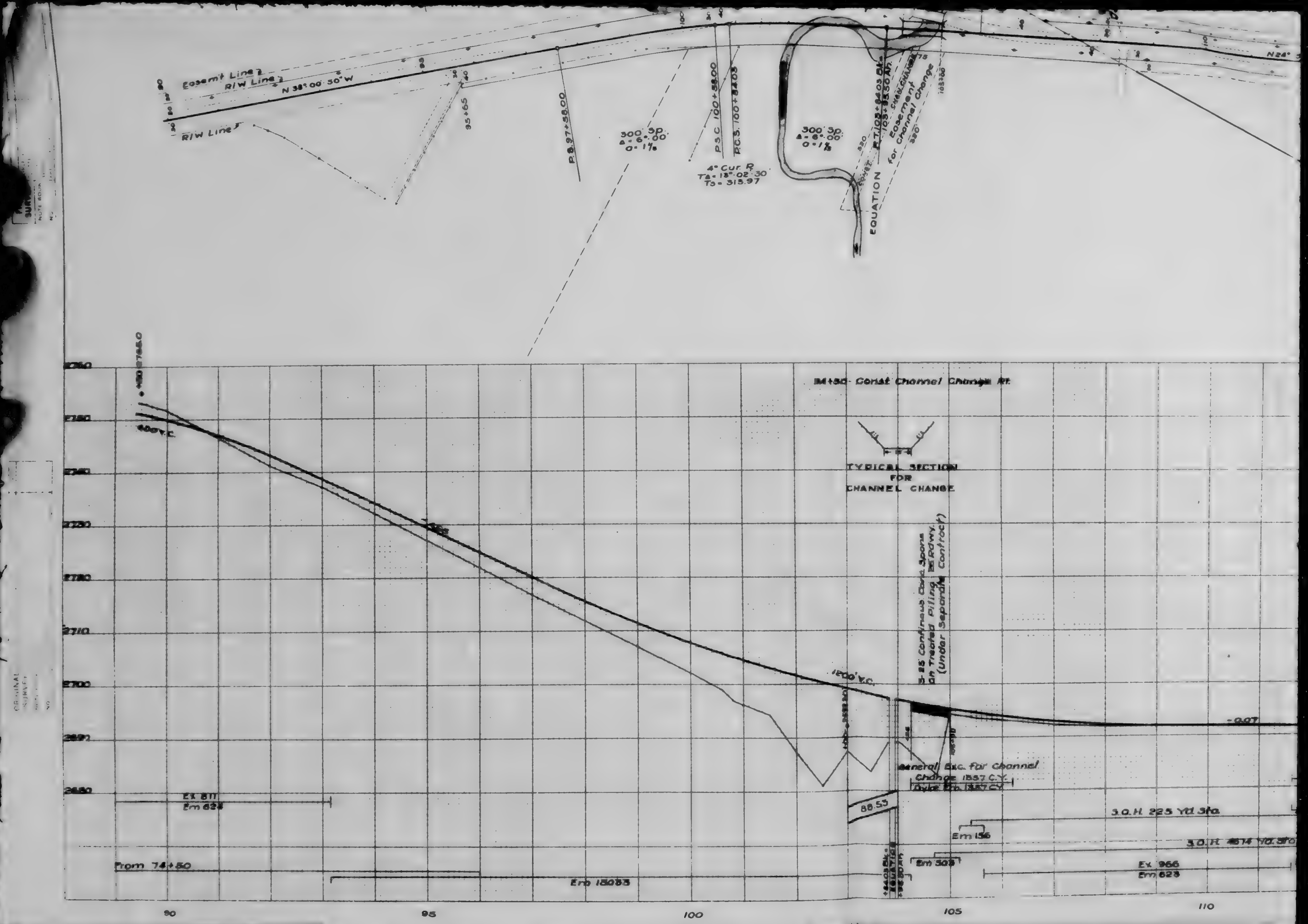

N 38° 00' 80" W
R/W Line
Easement Line
+07- Sol/x 18" Conc. Pipe 37'
85+90
SUMMERVILLE
CEMETERY
SEC. 19
SEC. 18
+07- Sol/x 18" Conc. Pipe 37'
St. Ex. 9 C.Y.
V.C.
+0.21
+80- 2755.00
600 V.C.
2770
2760
2750
2740
62 'C' Yd. Sta.
Ex 1130
Ex 3890
Ex 447
S.O.H. 755 Yd. Sta.
Em 544
Ex. 589
Em 455
Ex. 4
Em 3
Ex. 63
Em 48
Ex. 19543
S.O.H. 117258 Yd. Sta.
L.O.H. 2785 'C' Yd. Sta.
To Sta. 94+00
70
75
80
85
90

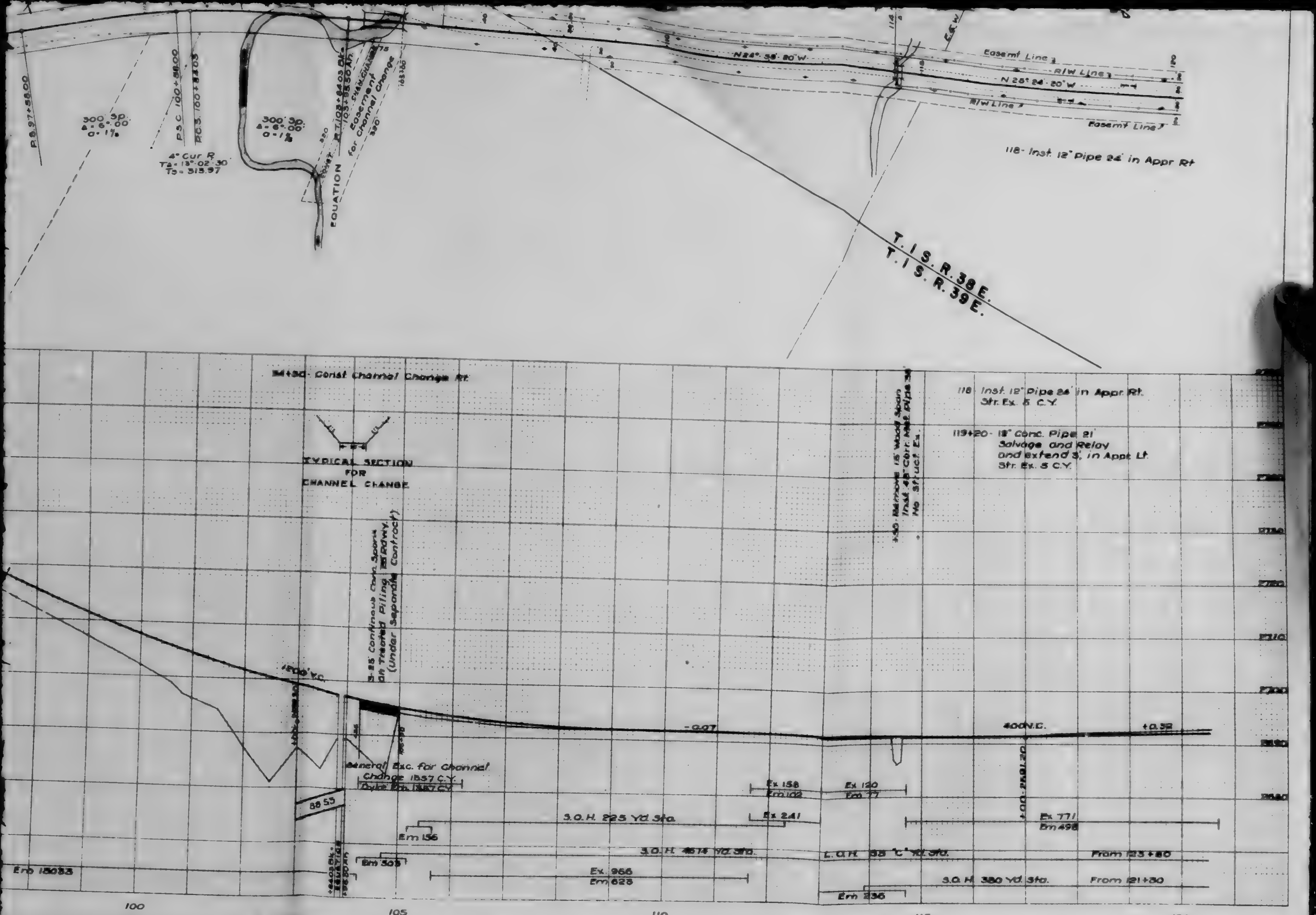


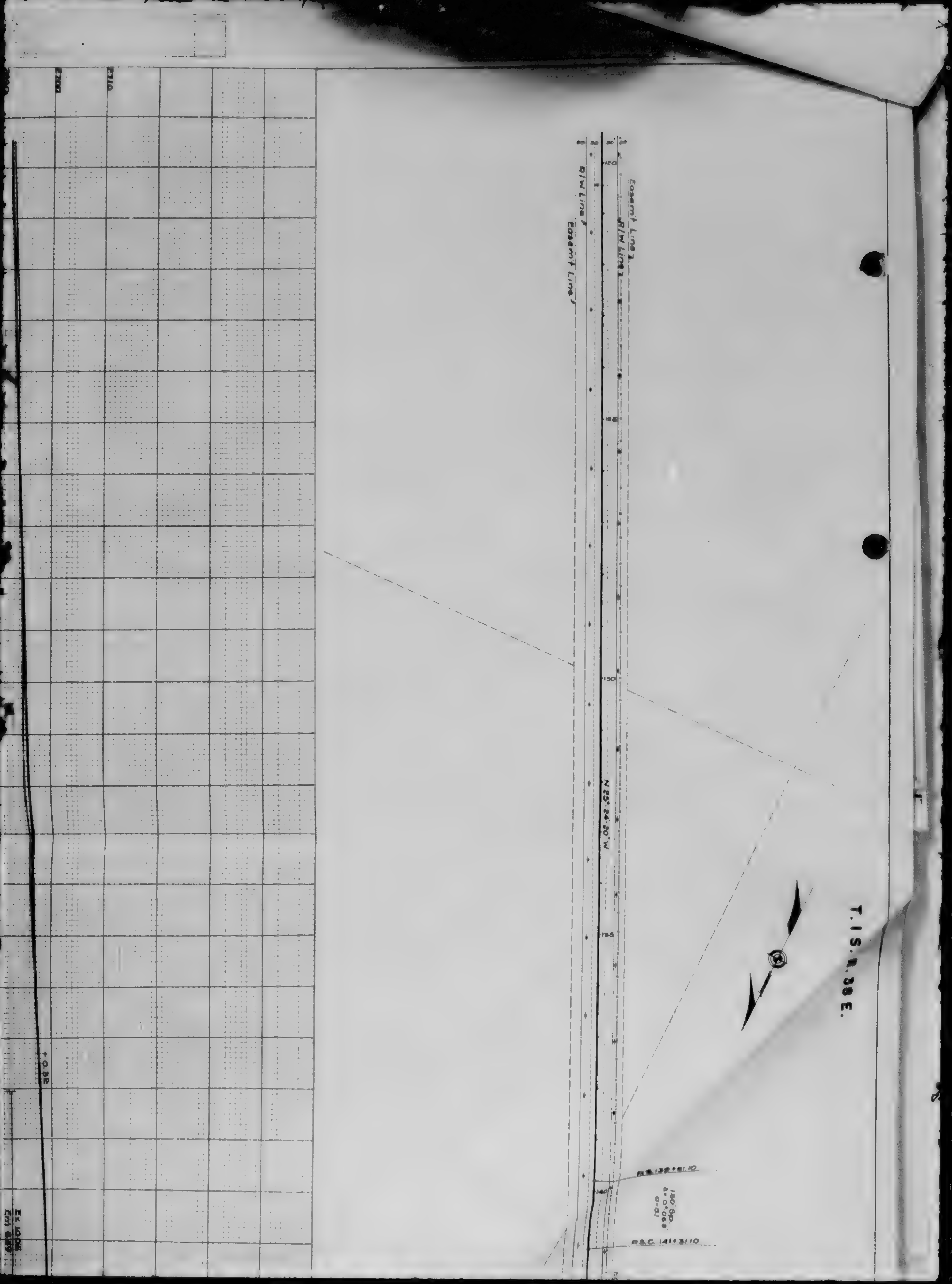
+50-2755.0
S-25 Continuous Conc. Spans
on Treated Piling 28' Rdwy.
(Under Separate Contract)
TYPICAL SECTION
FOR
CHANNEL CHANGE
Const. Channel Change Rt.
Easmt Line
R/W Line
R/W Line
N 39°00'30"W
95+65
P.S. 97+58.00
300' SP.
Δ 6°00'
O 1½
4° Cur. R
TA 13°02'30"
TS 313.97
P.S.C. 100+58.00
P.C.S. 100+84.05
100+58
100
300' SP.
Δ 6°00'
O 1½
EQUATION
P.T. 103+84.03 Bk =
103+85.50 Ah.
Const. Chan. Change
Easement
for Channel Change
320
320
103+80
103+71.47
110
N 26° 38'

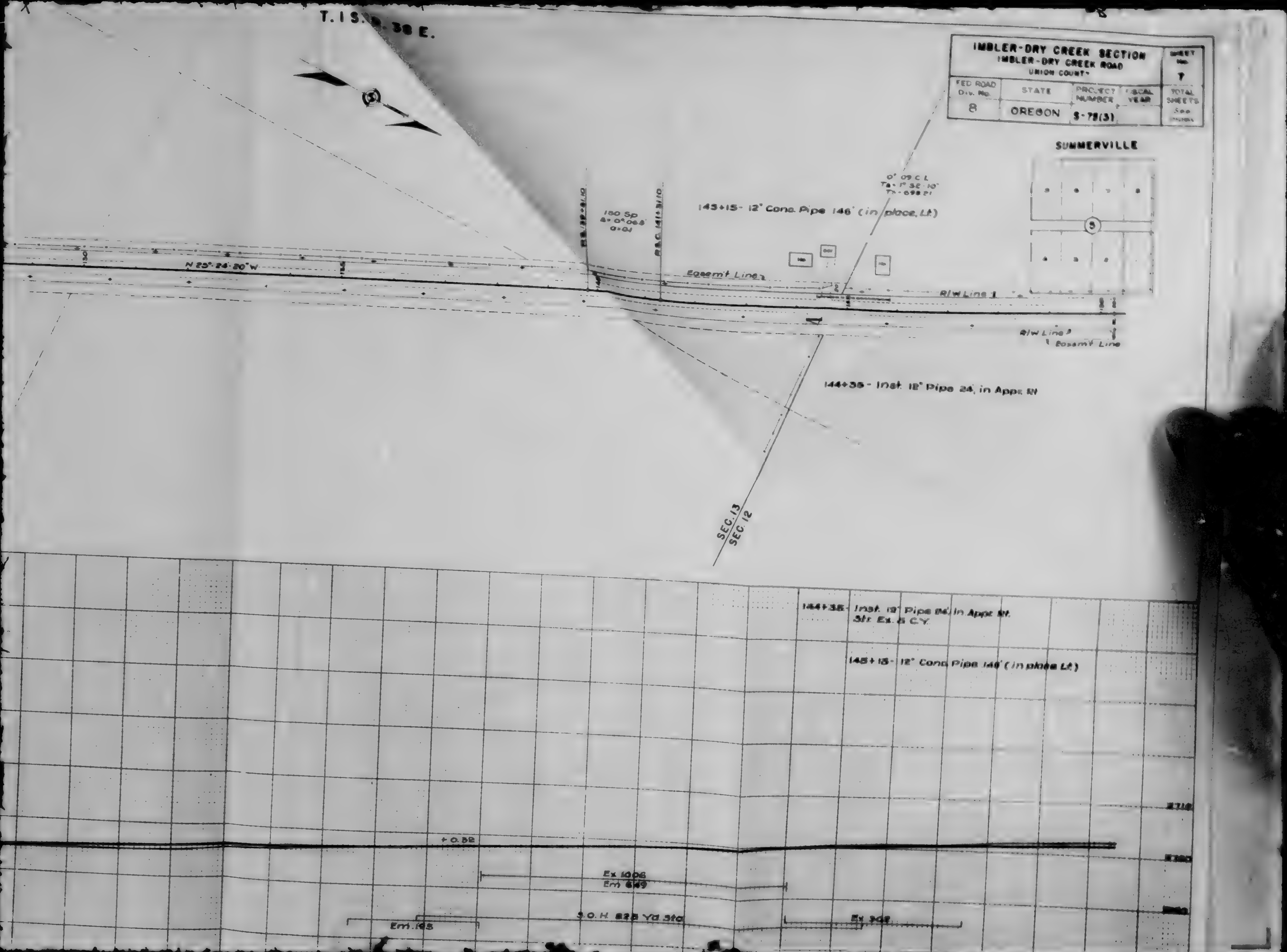

300' Sp.
Δ = 6°-00'
0 - 1%
P.S.C. 100+58.00
P.C.S. 100+84.03
100+58
4° Cur R
TΔ = 13°-02'-30"
Ts = 315.97
300' Sp.
Δ = 6°-00'
0 - 1%
EQUATION
P.T. 103+84.03 Bk. = 103+35.50 Ah.
CONST.
CHANNEL CHANGE
Easement for Channel Change
320
330
75
103+00
103+71.47
2/3
N 24° 56' 20" W
N 25° 24' 20" W
114+43.34
Δ = 0° 36' L.
+80 - Remove 15 Wood Span
Inst 48" C.M. Pipe 36'
E & W ¼ thru Sec. 16
Easemt Line 2
R/W Line 2
R/W Line 7
Easemt Line 7
119+20 - 12" Conc. Pipe 21'
Salvage & Relay
and extend 3' in Appr. Lt.
118 - Inst. 12" Pipe 24' in Appr Rt
T. 1 S. R. 38 E.
T. 1 S. R. 39 E.
114+80 - Const Channel Change Rt.
TYPICAL SECTION
FOR
CHANNEL CHANGE
3 - 25 Continuous Conc. Spans
on Treated Piling 28 Rdwy.
(Under Separate Contract)
+80 - Remove 15 Wood Span
Inst. 48" Corr. Met. Pipe 36'
No Struct Ex.
118 - Inst. 12" Pipe 24' in Appr. Rt.
Str. Ex. 5 C.Y.
119+20 - 18" Conc. Pipe 21'
Salvage and Relay
and extend 3' in Appr. Lt.
Str. Ex. 5 C.Y.
2740
2730
2720
2710

IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No.
				6
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75 (3)		See Index

ORIGINAL
SURVEY
NOTE BOOK
NO
Easem't Line
R/W Line
R/W Line
N 38°00' 30" W
95+65
P.S. 97+58.00
300' Sp.
Δ = 6°-00'
θ = 1%
P.S.C. 100+58.00
P.C.S. 100+84.03
4° Cur. R
TΔ = 13°-02'-30"
Ts = 315.97
300' Sp.
Δ = 6°-00'
θ = 1%
P.T. 103+84.03 Bk. = 103+85.50 Ah.
EQUATION
CONST.
CHAN. CHANGE
Easement for Channel Change
320
380
75
105+80
N 24°
2760
2750
2740
2730
2720
2710
2700
2690
2680
+80 2765.0
400' V.C.
1200' V.C.
-0.07
104+50 Const. Channel Change Rt.
TYPICAL SECTION FOR CHANNEL CHANGE
3-25' Continuous Conc. Spans on Treated Piling 25' Rdwy. (Under Separate Contract)
General Exc. for Channel Change 1557 C.Y.
Dyke Em. 1557 C.Y.
88.53
+84.03 Bk. EQUATION +85.50 Ah.
Ex. 811
Em 624
From 74+50
Em 18085
Em 509
Em 156
S.O.H. 225 Yd. Sta.
S.O.H. 4614 Yd. Sta.
Ex. 966
Em 628
90
95
100
105
110


P.S. 97+58.00
300' Sp.
Δ = 6°-00'
θ = 1%
P.S.C. 100+58.00
P.C.S. 100+84.03
4° Cur. R.
TΔ = 13°-02'-30"
Ts = 315.97
300' Sp.
Δ = 6°-00'
θ = 1%
320
EQUATION
P.T. 103+84.03 Bk.
103+98.50 Ah.
Easement for Channel Change
330
103+00
N 24° 35' 20" W
Easem't Line
R/W Line
N 25° 24' 20" W
R/W Line
Easem't Line
E.C.W.
114
118
120
118 - Inst. 12" Pipe 24' in Appr Rt
T. 1 S. R. 38 E.
T. 1 S. R. 39 E.
104+50 - Const. Channel Change Rt.
TYPICAL SECTION FOR CHANNEL CHANGE
3-25' Continuous Conc. Spans on Treated Piling 28' Rdwy. (Under Separate Contract)
1200' V.C.
General Exc. for Channel Change 1857 C.Y.
Dyke Em. 1857 C.Y.
88 55
+84.03 Bk. EQUATION +98.50 Ah.
Em 156
Em 505
Em 15033
3.O.H. 225 Yd. Sta.
3.O.H. 4614 Yd. Sta.
Ex. 966
Em 628
-0.07
Ex 158
Em 102
Ex 241
Ex 120
Em 77
Em 236
L.O.H. 35 "C" Yd. Sta.
3.O.H. 380 Yd. Sta.
+50 - Remove 15' Wood Span
Inst. 48" Corr. Met. Pipe 38'
No Struct. Ex.
400' V.C.
+00 - 2691.20
Ex 771
Em 498
From 123+80
From 121+80
+0.52
118 - Inst. 12" Pipe 24' in Appr. Rt.
Str. Ex. 5 C.Y.
119+20 - 18" Conc. Pipe 21' Salvage and Relay and extend 3' in Appr. Lt.
Str. Ex. 5 C.Y.
100
105
110
115
120
2680
2690
2700
2710
2720
2730
2740
2750

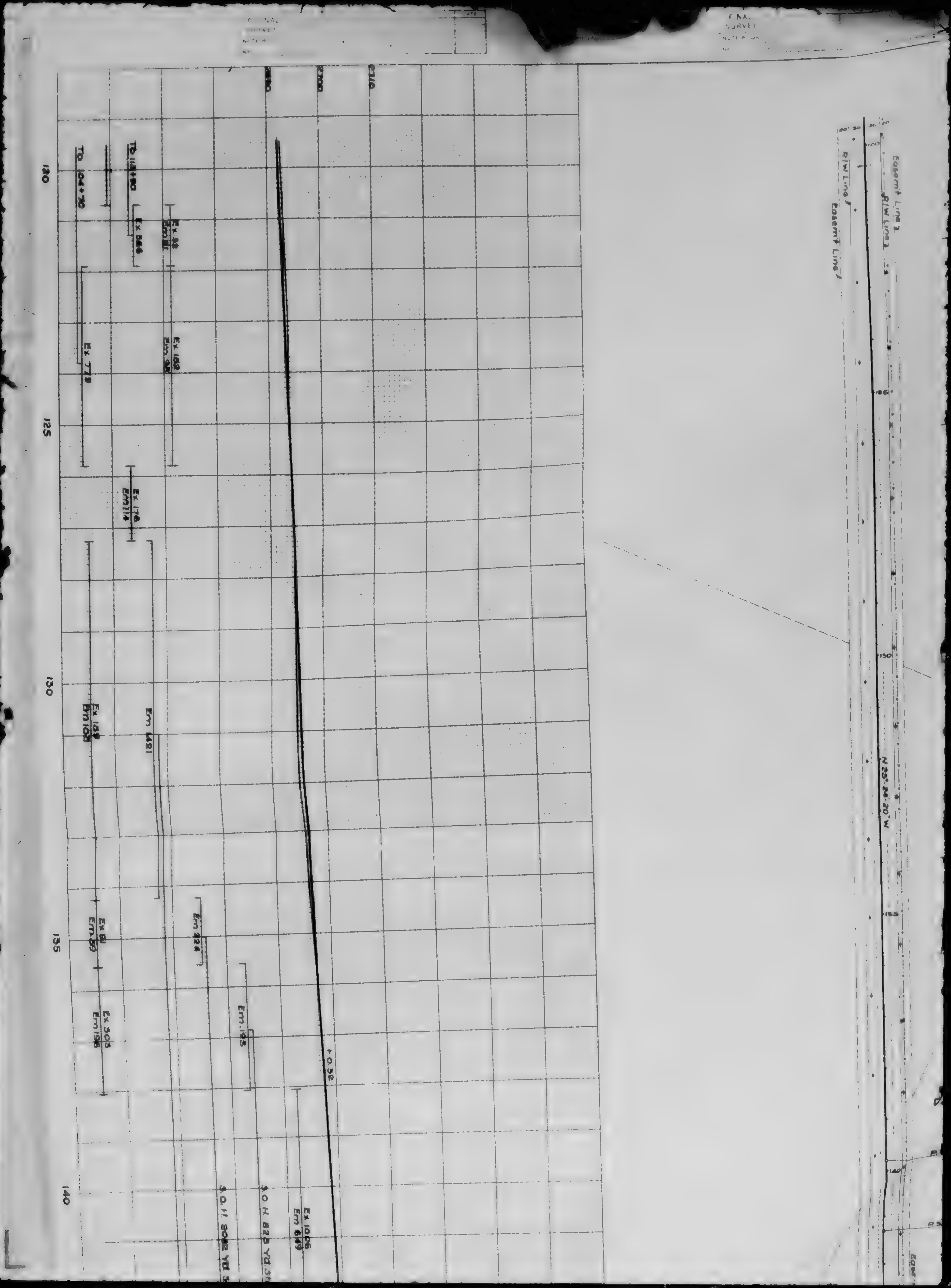

2100
2110
Easem't Line 2
R/W Line 2
R/W Line 1
Easem't Line 1
120
125
130
135
140
N 25°24'20" W
P.S. 139+81.10
180' Sp.
Δ=0°06'
D=0.1
P.S.C. 141+31.10
T.1S.R.38E.
+0.32
Ex 1005
Em 889



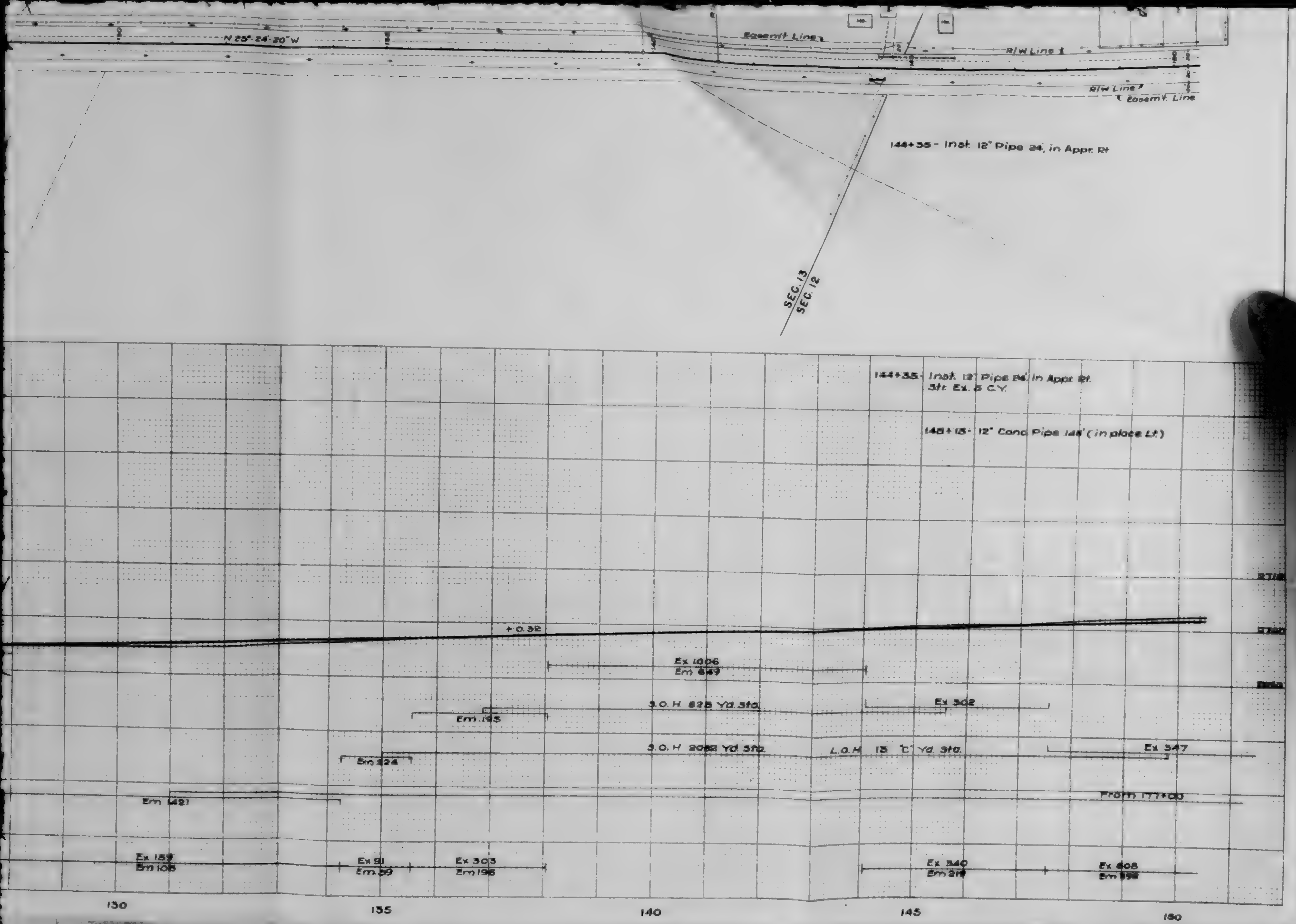
T.1 S. R. 38 E.
N 25°-24-20" W
150 Sp
Δ= 0°-06.5'
a=01
P.S.C. 141+31.10
Easem't Line
R/W Line
R/W Line
Easem't Line
0° 09 C.L.
Ta= 1° 32-10"
Ts= 698.21
145+15 - 12" Conc. Pipe 146' (in place, Lt.)
144+35 - Inst. 12" Pipe 24, in Appx. Rt.
SEC. 13
SEC. 12
SUMMERVILLE
144+35 - Inst. 12" Pipe 24, in Appx. Rt.
Str. Ex. 5 C.Y.
145+15 - 12" Conc. Pipe 146' (in place Lt.)
+0.32
Ex 1006
Em 649
S.O.H. 828 Yd. Sta.
Em. 193
Ex 302

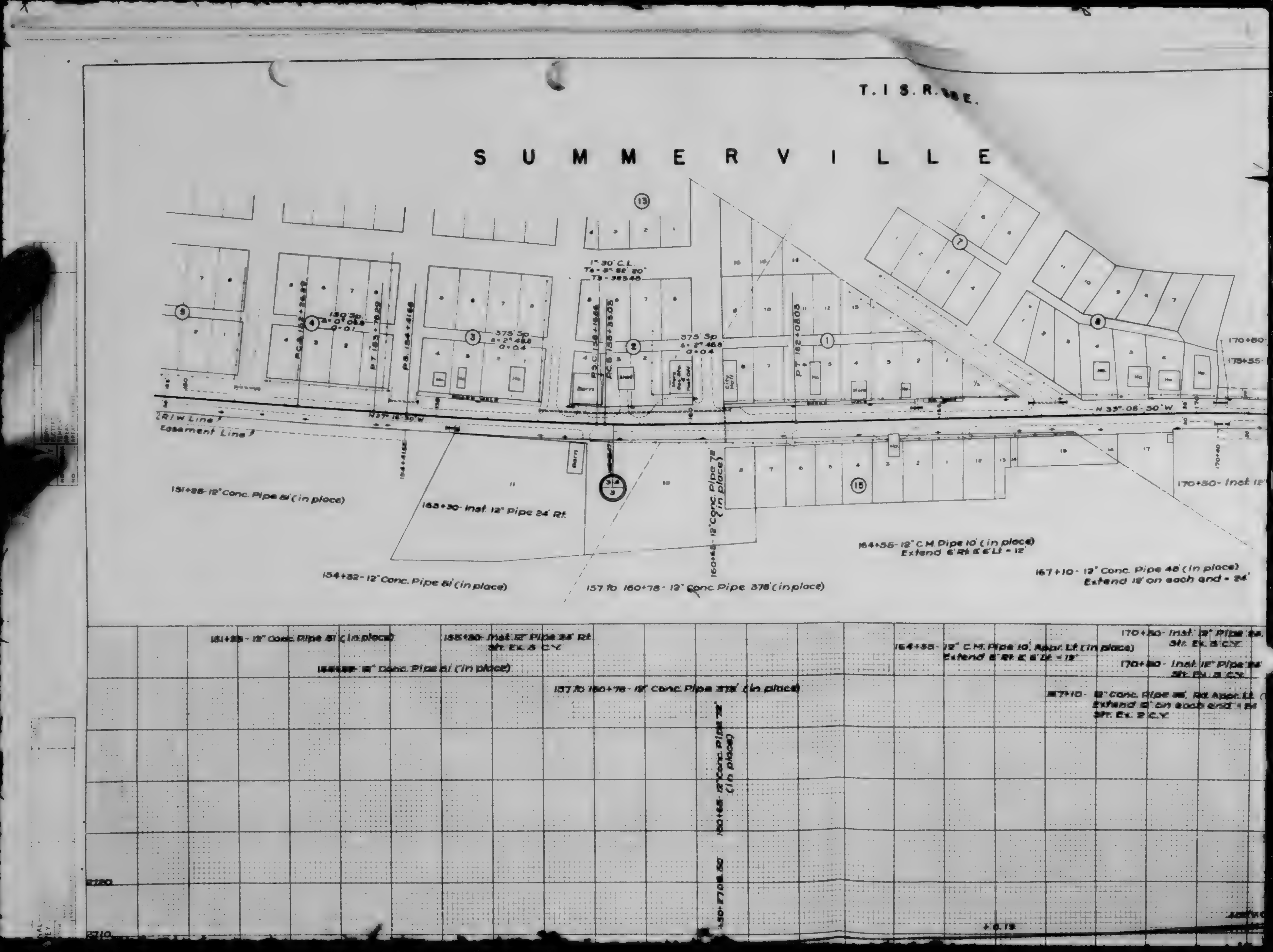
IMBLER-DRY CREEK SECTION
IMBLER-DRY CREEK ROAD
UNION COUNTY

FED ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.
8	OREGON	S-79(3)		7
				TOTAL SHEETS See [illegible]

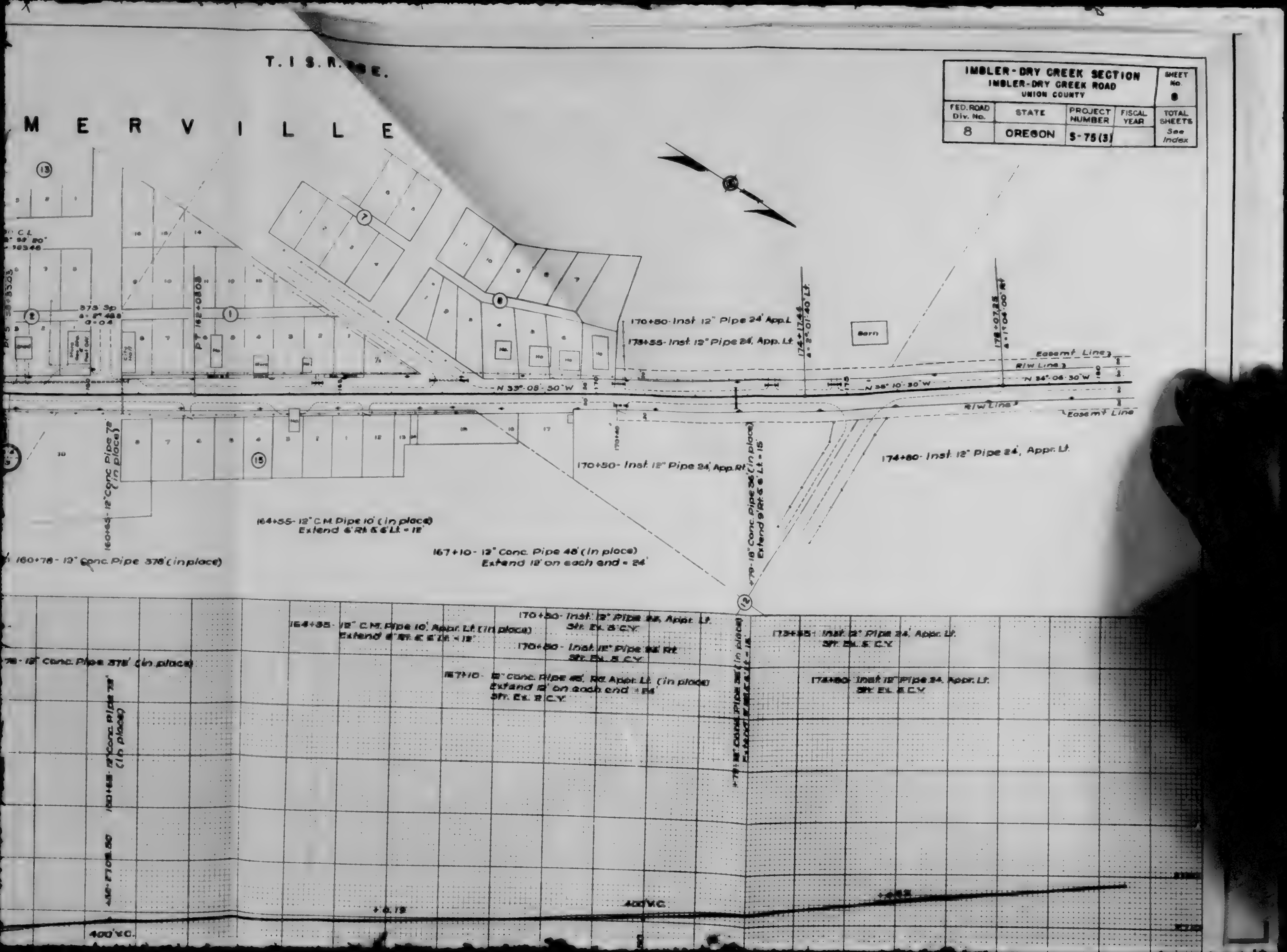


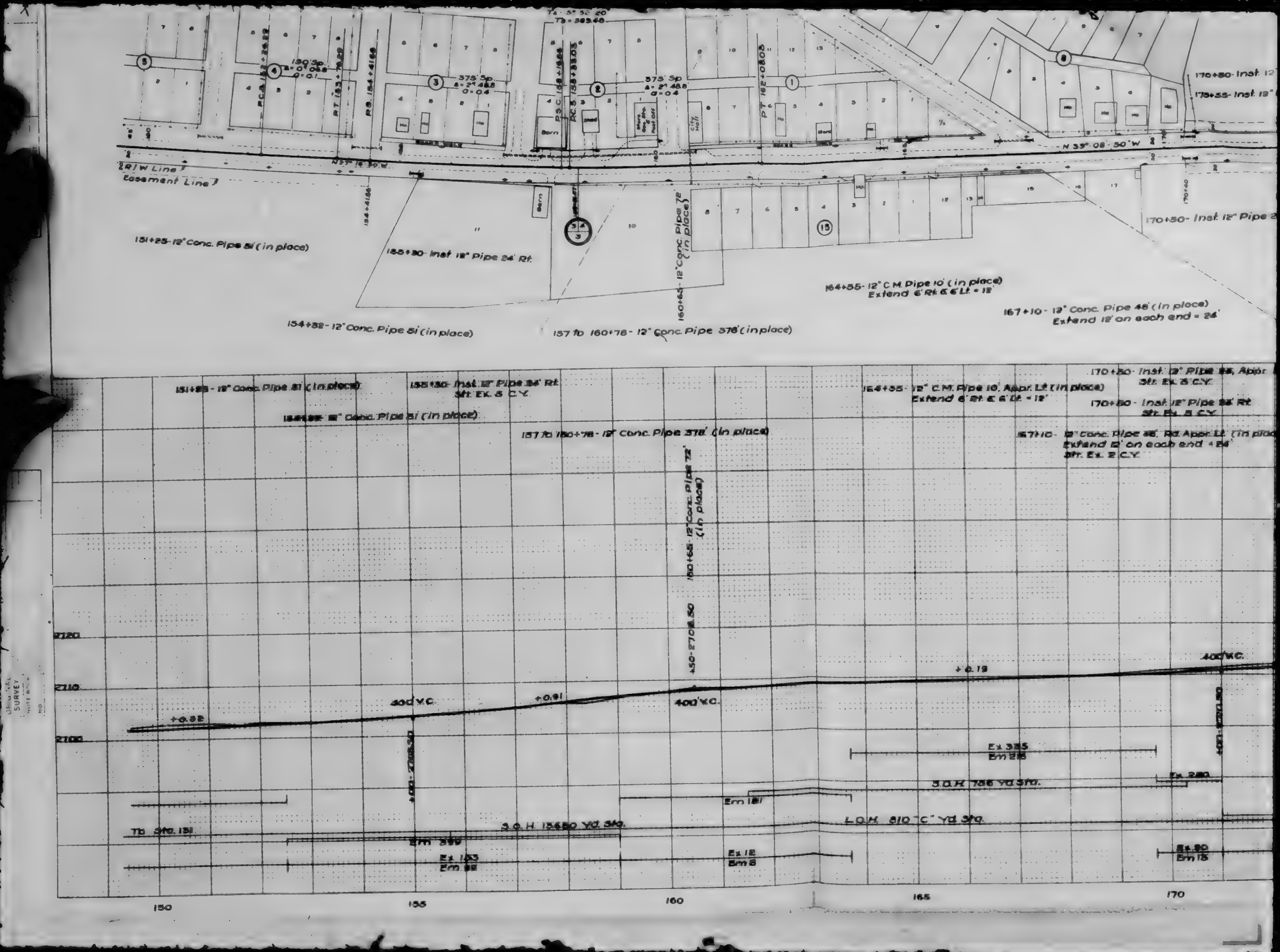
ORIGINAL SURVEY NOTE BOOK
FINAL SURVEY NOTE BOOK
2190
2200
2210
120
125
130
135
140
Tp 104+70
Tp 113+90
Ex 846
Ex 32
Em 81
Ex 779
Ex 182
Em 96
Ex 176
Em 114
Ex 189
Em 105
Em 1481
Ex 81
Em 59
Em 324
Em 195
Ex 305
Em 196
+0.32
Ex 1006
Em 649
$ O.H. 828 Yd. St
$ O.H. 8082 Yd S
R/W Line 1
Easem't Line 1
Easem't Line 2
R/W Line 2
N 25° 24' 20" W

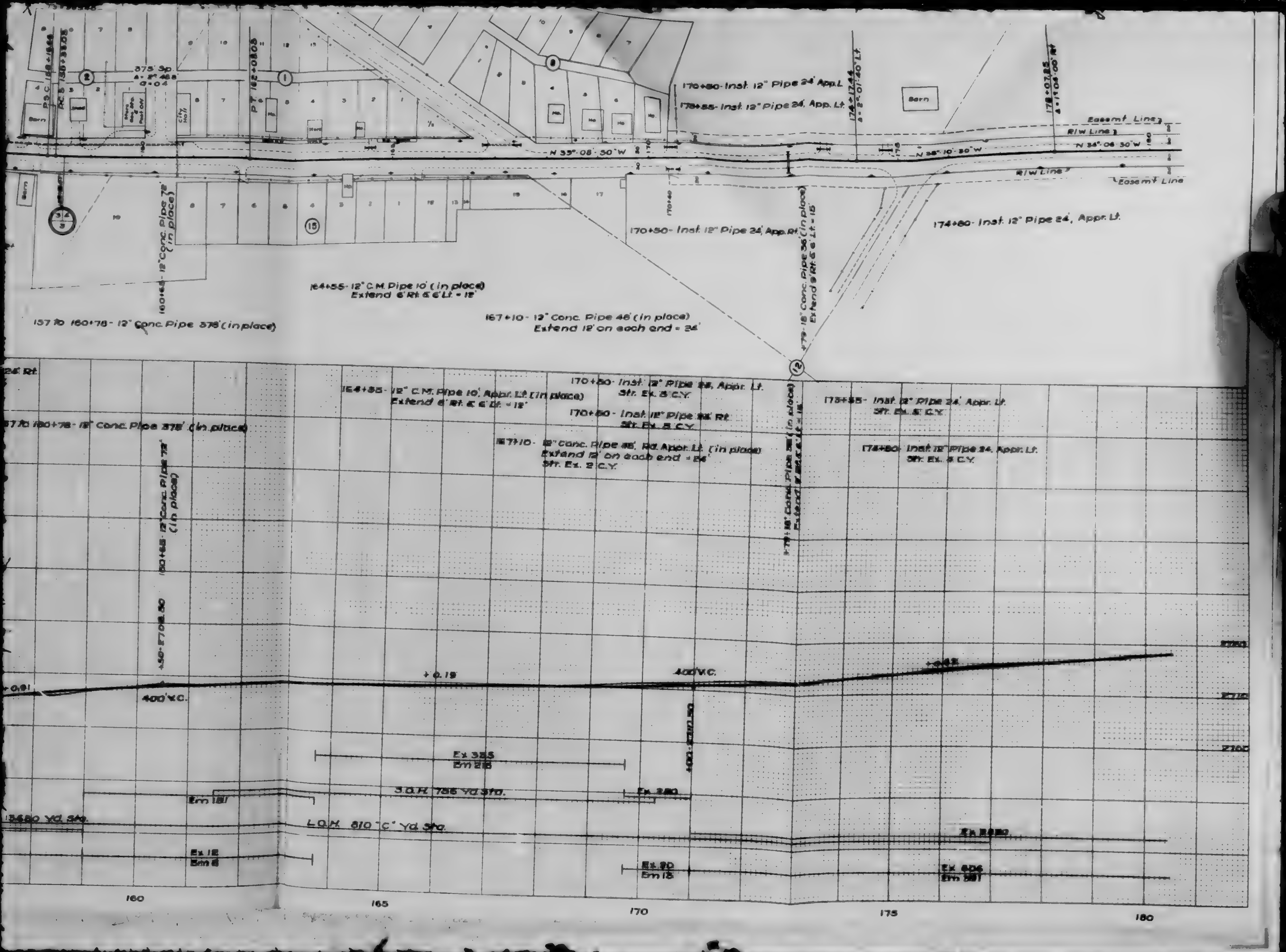

N 25° 24' 20" W
Easem't Line
R/W Line
R/W Line
Easem't Line
144+35 - Inst. 12" Pipe 24, in Appr. Rt
SEC. 13
SEC. 12
144+35 - Inst. 12" Pipe 24, in Appr. Rt.
Str. Ex. 5 C.Y.
148+15 - 12" Conc Pipe 146' (in place Lt.)
+0.32
Ex 1006
Em 649
S.O.H 828 Yd. Sta.
Ex 302
Em. 195
S.O.H 2082 Yd. Sta.
L.O.H 15 "C" Yd. Sta.
Ex 347
Em 224
Em 1421
From 177+00
Ex 159
Em 108
Ex 91
Em 59
Ex 303
Em 196
Ex 340
Em 219
Ex 608
Em 398
130
135
140
145
150

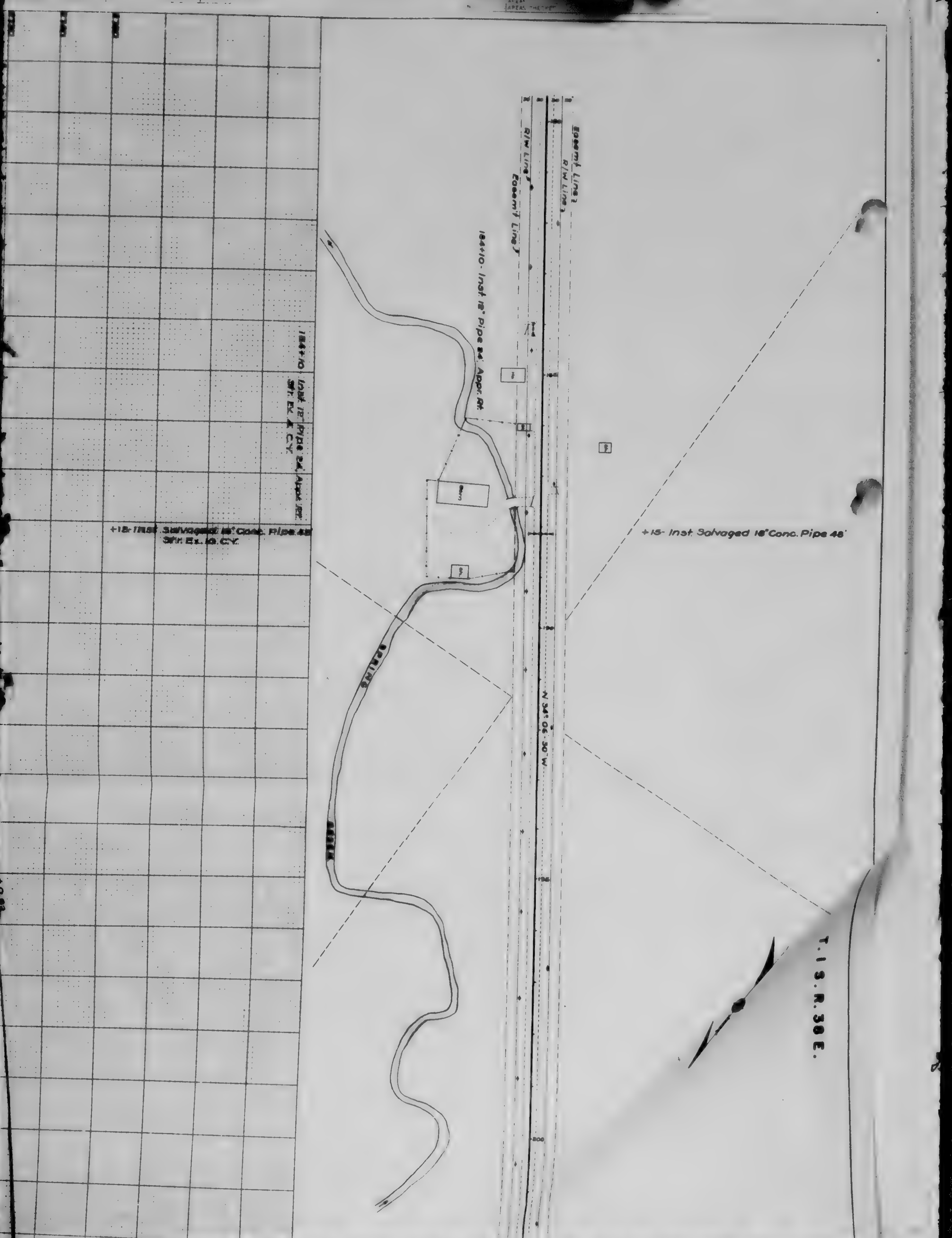

T. 1 S. R. 38 E.
S U M M E R V I L L E
(13)
(15)
1° 30' C.L.
T6 = 3° 52' 20"
T3 = 383.40
150' Sp
Δ = 0° 04.8
0 = 0.1
375' Sp
Δ = 2° 48.8
0 = 0.4
P.C. 152+26.29
P.T. 153+76.29
P.S. 154+41.66
P.S.C. 158+19.66
P.C.S. 158+35.05
P.T. 162+08.05
N 33°-08'-30" W
R/W Line
Easement Line
Barn
City Hall
Store Gas Sta. & Post Off.
151+26 - 12" Conc. Pipe 81' (in place)
155+30 - Inst. 12" Pipe 24' Rt.
154+32 - 12" Conc. Pipe 81' (in place)
157 to 160+78 - 12" Conc. Pipe 378' (in place)
160+65 - 12" Conc. Pipe 72' (in place)
164+55 - 12" C.M. Pipe 10' (in place)
Extend 6' Rt. & 6' Lt. = 12'
167+10 - 12" Conc. Pipe 48' (in place)
Extend 12' on each end = 24'
170+50 - Inst. 12'
170+40
170+60
175+55
151+55 - 12" Conc. Pipe 81' (in place)
155+30 - Inst. 12" Pipe 24' Rt.
Str. Ex. 5 C.Y.
154+32 - 12" Conc. Pipe 81' (in place)
157 to 160+78 - 12" Conc. Pipe 378' (in place)
160+65 - 12" Conc. Pipe 72' (in place)
164+55 - 12" C.M. Pipe 10', Appr. Lt. (in place)
Extend 6' Rt. & 6' Lt. = 12'
170+50 - Inst. 12" Pipe 24
Str. Ex. 5 C.Y.
170+50 - Inst. 12" Pipe 24
Str. Ex. 5 C.Y.
167+10 - 12" Conc. Pipe 48', Rd. Appr. Lt.
Extend 12' on each end = 24
Str. Ex. 2 C.Y.
150+2708.50
2720
2710
+0.15

IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 8
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75(3)		See Index

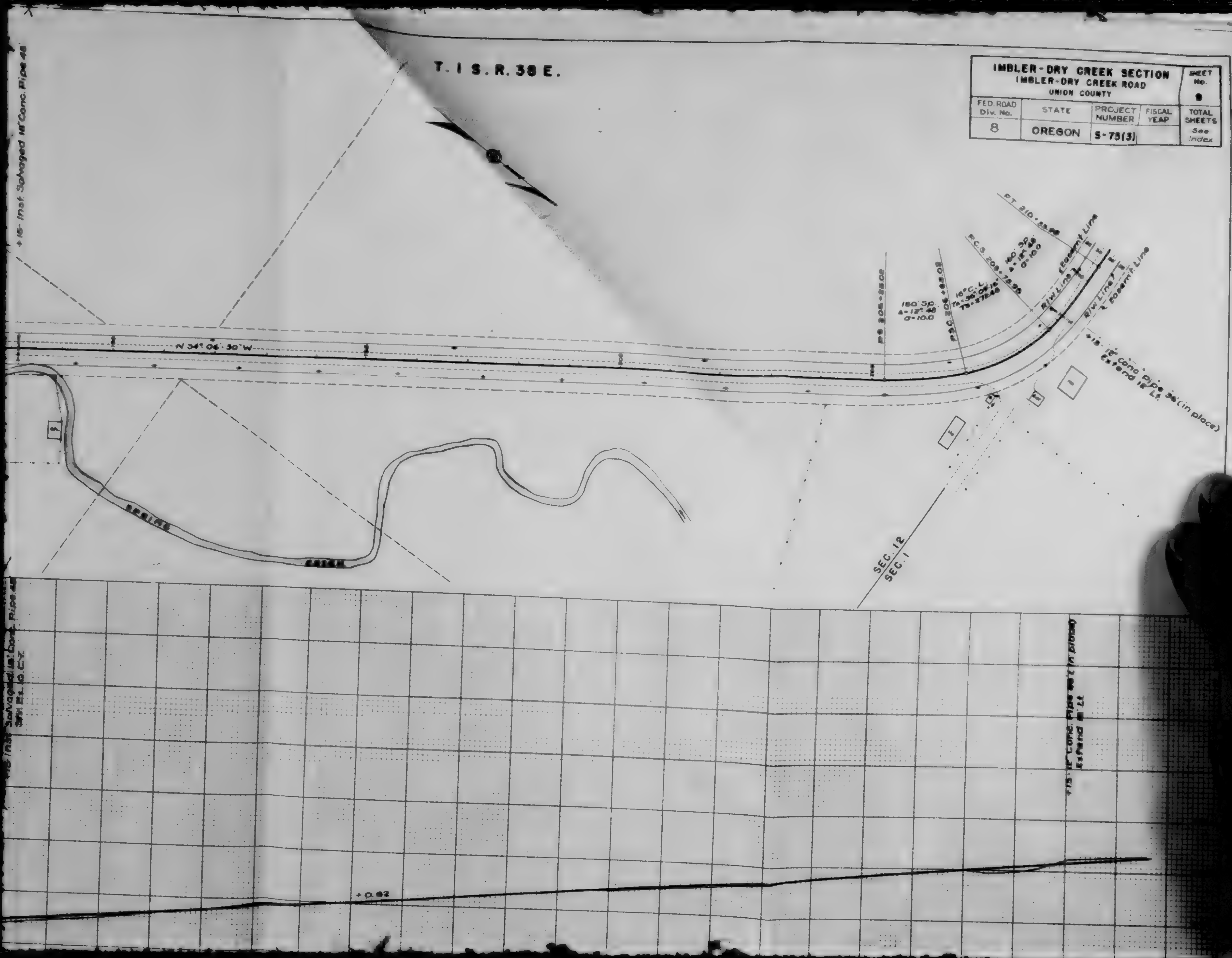

T. 1 S. R. 38 E.
MERVILLE
City Hall
PT 162+08.08
Barn
170+80 - Inst. 12" Pipe 24' App. L
173+55 - Inst. 12" Pipe 24', App. Lt.
174+17.44 Δ = 2° 01' 40" Lt.
178+07.25 Δ = 1° 04' 00" Rt
Easem't Line
R/W Line
N 33° 08' 30" W
N 35° 10' 30" W
N 34° 06' 30" W
160+65 - 12" Conc. Pipe 72' (in place)
160+78 - 12" Conc. Pipe 378' (in place)
164+55 - 12" C.M. Pipe 10' (in place) Extend 6' Rt. & 6' Lt. = 12'
167+10 - 12" Conc. Pipe 48' (in place) Extend 12' on each end = 24'
170+50 - Inst. 12" Pipe 24', App. Rt.
+79 - 18" Conc. Pipe 36' (in place) Extend 9' Rt. & 6' Lt. = 15'
174+80 - Inst. 12" Pipe 24', Appr. Lt.
164+55 - 12" C.M. Pipe 10', Appr. Lt. (in place) Extend 6' Rt. & 6' Lt. = 12'
170+50 - Inst. 12" Pipe 24, Appr. Lt. Str. Ex. 5 C.Y.
170+80 - Inst. 12" Pipe 24 Rt. Str. Ex. 5 C.Y.
167+10 - 12" Conc. Pipe 48', Rd. Appr. Lt. (in place) Extend 12' on each end = 24' Str. Ex. 2 C.Y.
173+55 - Inst. 12" Pipe 24', Appr. Lt. Str. Ex. 5 C.Y.
174+80 - Inst. 12" Pipe 24, Appr. Lt. Str. Ex. 5 C.Y.
+79 - 18" Conc. Pipe 36' (in place) Extend 9' Rt. & 6' Lt. = 15
160+78 - 12" Conc. Pipe 378' (in place)
160+65 - 12" Conc. Pipe 72' (in place)
400' V.C.
+0.19
+0.52
12
13
15
1
2
7
8

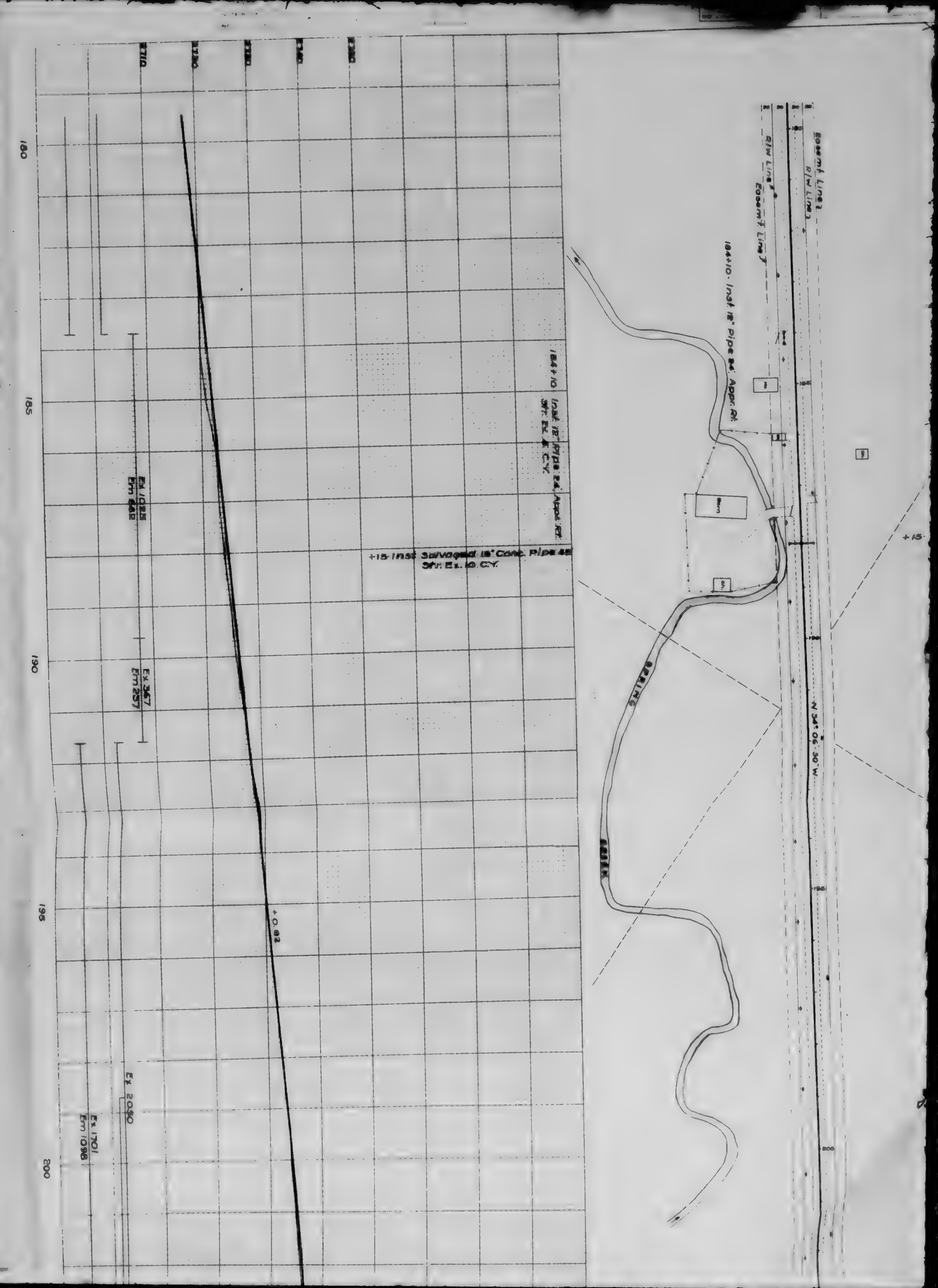

ORIGINAL SURVEY NOTE BOOK NO.
Ts - 5° 32' 20"
Ts - 383.46
P.C.8 152+26.22
P.T 153+76.29
P.S. 154+41.66
130 Sp. Δ - 0° 05' 0 - 0.1
375 Sp. Δ - 2° 48' 0 - 0.4
P.S.C. 158+16.66
P.C.S. 158+33.03
375 Sp. Δ - 2° 48' 0 - 0.4
P.T 162+08.08
Barn
Shed
Store Gas Sta. Post Off.
City Hall
N 33° 08' 30" W
N 37° 16' 30" W
R/W Line
Easement Line
154+41.66
170+40
151+25 - 12" Conc. Pipe 81' (in place)
155+30 - Inst. 12" Pipe 24' Rt.
154+32 - 12" Conc. Pipe 81' (in place)
157 to 160+76 - 12" Conc. Pipe 378' (in place)
160+65 - 12" Conc. Pipe 72' (in place)
164+55 - 12" C.M. Pipe 10' (in place) Extend 6' Rt. & 6' Lt. = 12'
167+10 - 12" Conc. Pipe 46' (in place) Extend 12' on each end = 24'
170+50 - Inst. 12" Pipe 2
170+80 - Inst. 12
175+55 - Inst. 12"
151+25 - 12" Conc. Pipe 81' (in place)
155+30 - Inst. 12" Pipe 24' Rt. Str. Ex. 5 C.Y.
154+32 - 12" Conc. Pipe 81' (in place)
157 to 160+76 - 12" Conc. Pipe 378' (in place)
160+65 - 12" Conc. Pipe 72' (in place)
164+55 - 12" C.M. Pipe 10', Appr. Lt. (in place) Extend 6' Rt. & 6' Lt. = 12'
170+80 - Inst. 12" Pipe 88', Appr. Str. Ex. 5 C.Y.
170+50 - Inst. 12" Pipe 88' Rt. Str. Ex. 5 C.Y.
167+10 - 12" Conc. Pipe 46', Rd. Appr. Lt. (in place) Extend 12' on each end = 24' Str. Ex. 2 C.Y.
2120
2110
2100
+0.32
400' V.C.
+00 - 2708.50
+0.91
+50 - 2708.50
400' V.C.
+0.19
400' V.C.
+00 - 2710.50
Ex 385
Em 218
Ex 280
S.O.H. 786 Yd. Sta.
Em 181
L.O.H. 810 "C" Yd. Sta.
To Sta. 151
S.O.H. 15680 Yd. Sta.
Em 389
Ex 183
Em 88
Ex 12
Em 8
Ex 90
Em 15
150
155
160
165
170


P.S.C. 158+18.66
P.C. 5 158+33.05
375' Sp.
Δ = 2° 48.5'
D = 0-4
P.T. 162+08.05
Barn
City Hall
Store Gas Sta. & Post Off.
Store
Ho.
N 35°-08'-30" W
N 35°-10'-30" W
N 34°-06'-30" W
174+17.44
Δ = 2°-01'-40" Lt.
178+07.85
Δ = 1°-04'-00" Rt.
Easem't Line
R/W Line
170+40
170+80- Inst. 12" Pipe 24' App. L.
178+55- Inst. 12" Pipe 24', App. Lt.
170+50- Inst. 12" Pipe 24', App. Rt.
174+80- Inst. 12" Pipe 24', Appr. Lt.
160+68- 12" Conc. Pipe 72' (in place)
157 to 160+78 - 12" Conc. Pipe 378' (in place)
164+55- 12" C.M. Pipe 10' (in place)
Extend 6' Rt. & 6' Lt. = 12'
167+10 - 12" Conc. Pipe 46' (in place)
Extend 12' on each end = 24'
+79- 18" Conc. Pipe 36' (in place)
Extend 9' Rt. & 6' Lt. = 15'
24' Rt.
157 to 160+78 - 12" Conc. Pipe 378' (in place)
164+55 - 12" C.M. Pipe 10', Appr. Lt. (in place)
Extend 6' Rt. & 6' Lt. = 12'
170+80- Inst. 12" Pipe 24', Appr. Lt.
Str. Ex. 8 C.Y.
170+50 - Inst. 12" Pipe 24' Rt.
Str. Ex. 8 C.Y.
167+10 - 12" Conc. Pipe 46', Rd. Appr. Lt. (in place)
Extend 12' on each end = 24'
Str. Ex. 2 C.Y.
173+55 - Inst. 12" Pipe 24' Appr. Lt.
Str. Ex. 8 C.Y.
174+80 - Inst. 12" Pipe 24, Appr. Lt.
Str. Ex. 8 C.Y.
160+68- 12" Conc. Pipe 72' (in place)
+50- E 2708.50
+00- E 2711.50
+0.91
400' V.C.
+0.19
400' V.C.
+0.43
2720
2710
2700
Ex 385
Em 216
Em 181
3.O.H. 756 Yd. Sta.
Ex 280
13480 Yd. Sta.
L.O.H. 810 "C" Yd. Sta.
Ex 3880
Ex 12
Em 8
Ex 20
Em 15
Ex 606
Em 381
160
165
170
175
180

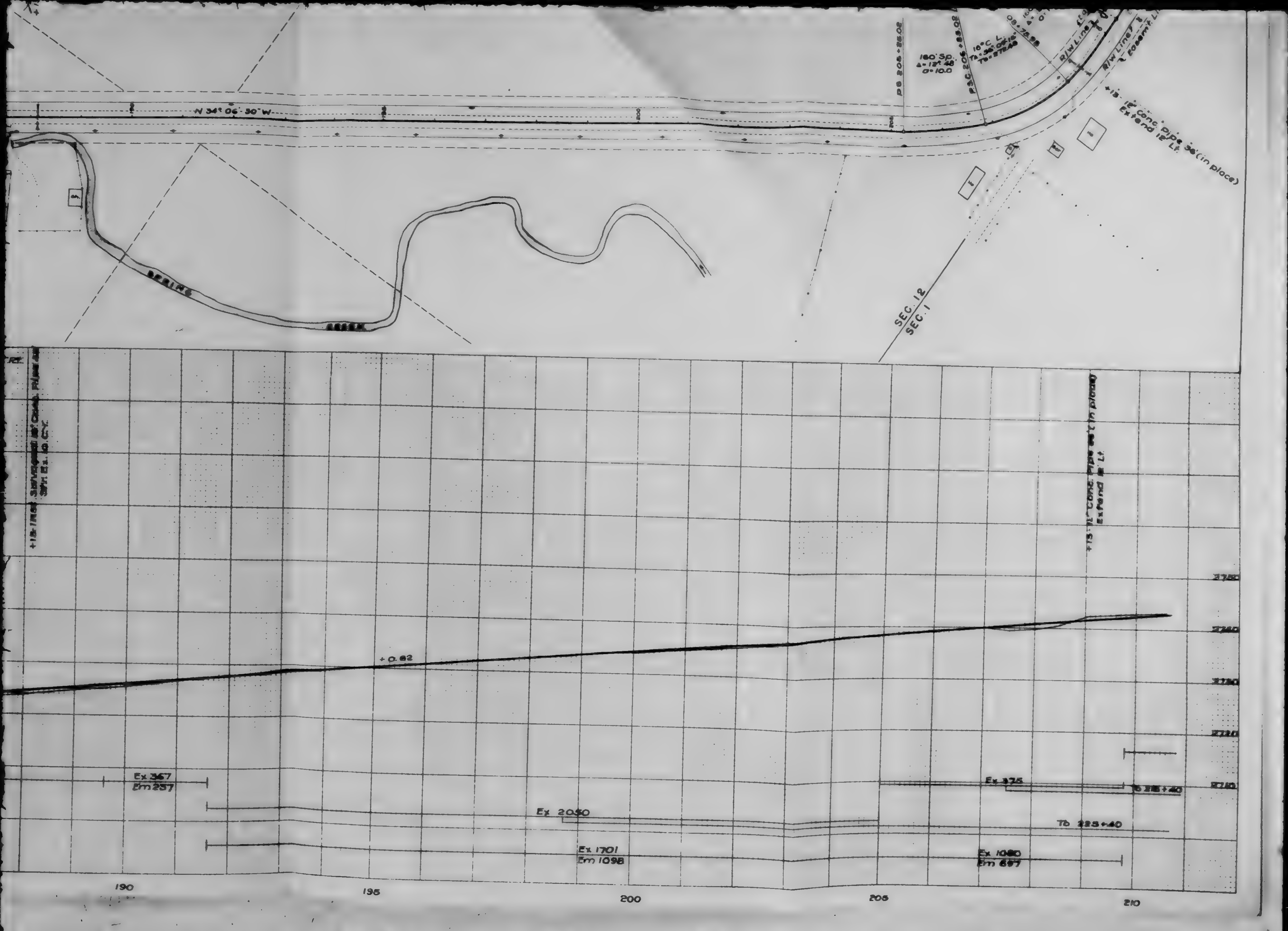

Easem't Line
R/W Line
R/W Line
Easem't Line
184+10- Inst. 18" Pipe 84' Appr. Rt.
184+10 Inst. 18" Pipe 84' Appr. Rt.
Str. Ex. 4 C.Y.
+15- Inst. Salvaged 18" Conc. Pipe 48'
Str. Ex. 10 C.Y.
+15- Inst. Salvaged 18" Conc. Pipe 48'
Barn
SPRING
CREEK
N 34°06'30" W
185
190
195
200
T. 1 S. R. 38 E.

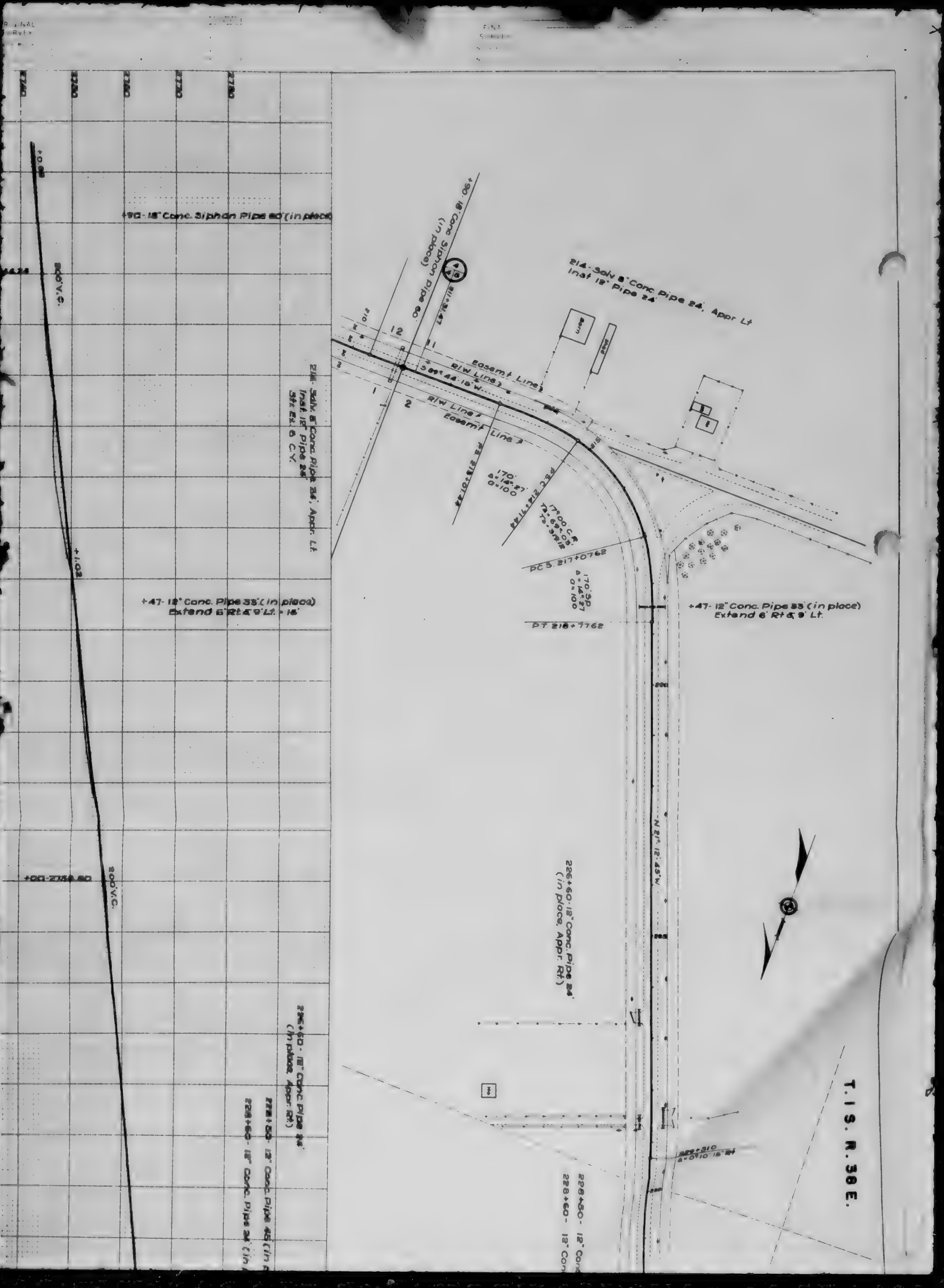
IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 9
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75(3)		See Index

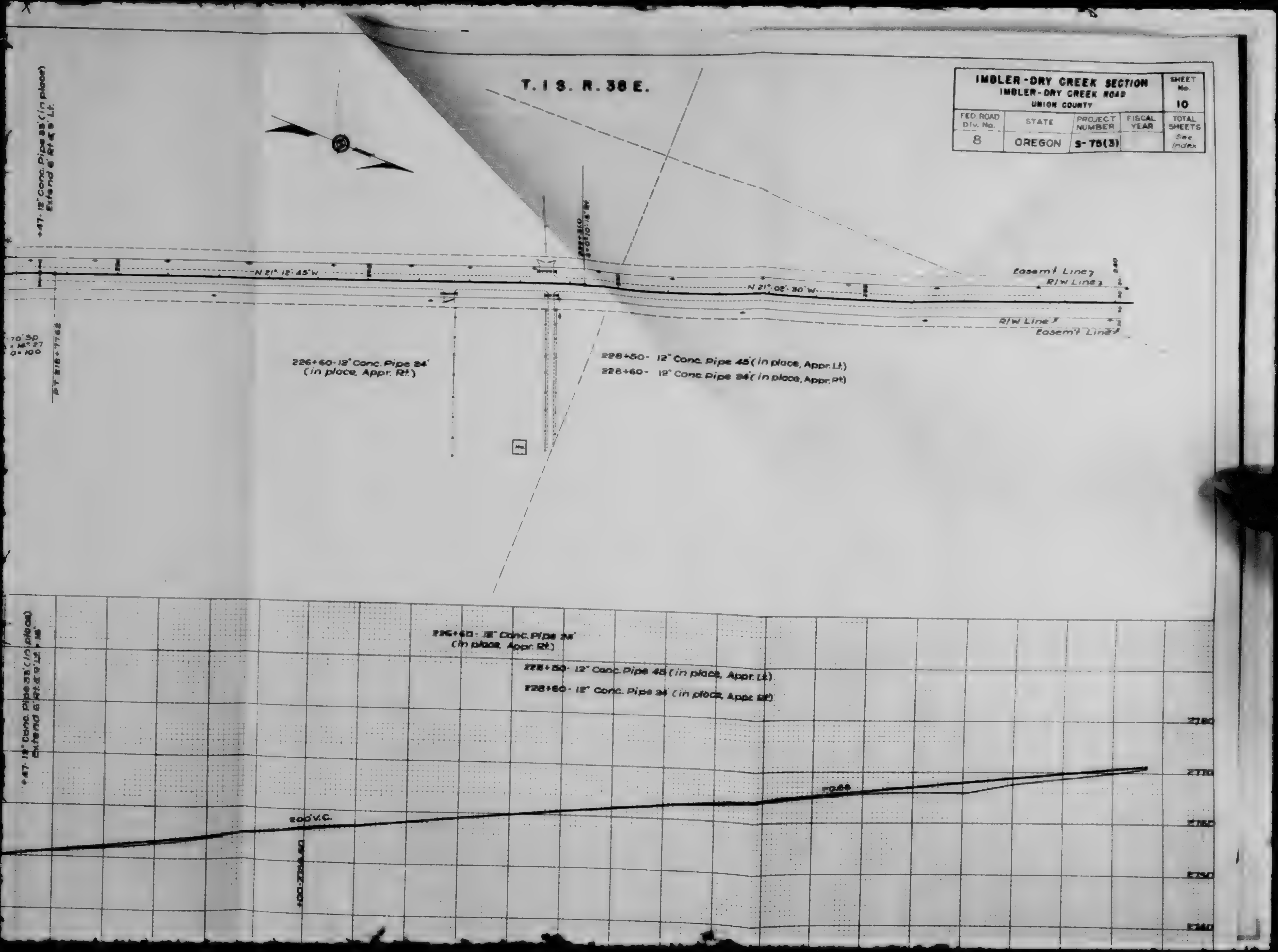

T. 1 S. R. 38 E.
+15- Inst. Salvaged 18" Conc. Pipe 48'
N 34° 06' 30" W
PS 205+25.02
160' Sp.
Δ=12° 48'
θ=10.0
PSC 206+85.02
16° C. L.
Ts=56.09
T0=27.48
P.C.S. 208+75.90
160' Sp.
Δ=12° 48'
θ=10.0
PT 210+35.90
Easem't Line
R/W Line
R/W Line
Easem't Line
+15- 12" Conc. Pipe 36' (in place)
Extend 12' Lt.
SPRING
CREEK
SEC. 12
SEC. 1
+15 Inst. Salvaged 18" Conc. Pipe 48'
3 Ex. 10 C.Y.
+15- 12" Conc. Pipe 36' (in place)
Extend 12' Lt.
+0.92



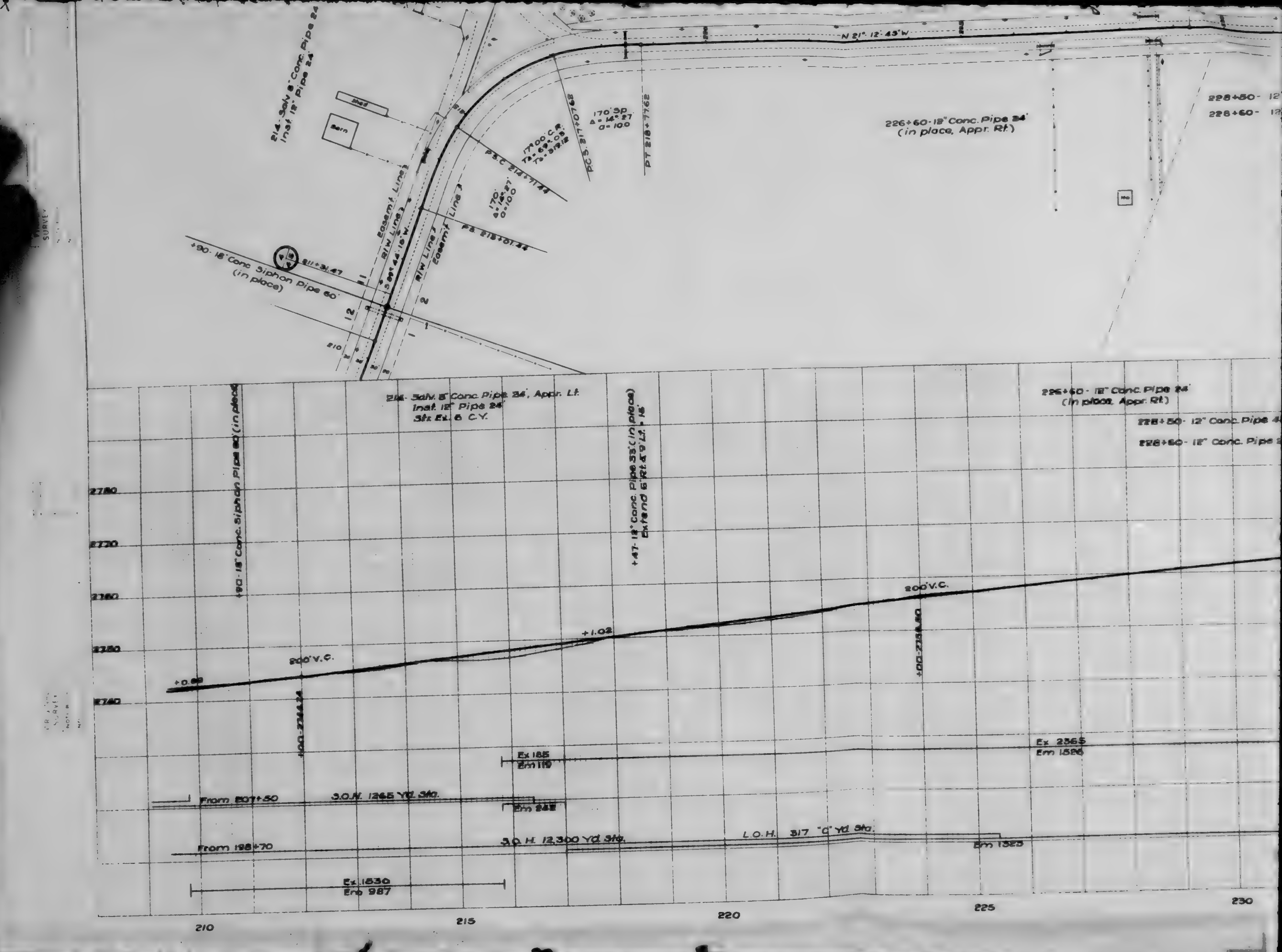
2710
2720
2730
2740
2750
180
185
190
195
200
Ex 1025
Em 462
Ex 367
Em 257
Ex 2050
Ex 1701
Em 1098
+0.82
184+10 Inst 12" Pipe 24' Appr. Rt.
Str. Ex. 8 C.Y.
+15 Inst Salvaged 18" Conc. Pipe 48'
Str. Ex. 10 C.Y.
Easem't Line 2
R/W Line 2
R/W Line 3
Easem't Line 3
184+10 Inst 12" Pipe 24' Appr. Rt.
SPRING
CREEK
N 34° 06' 30" W
+15

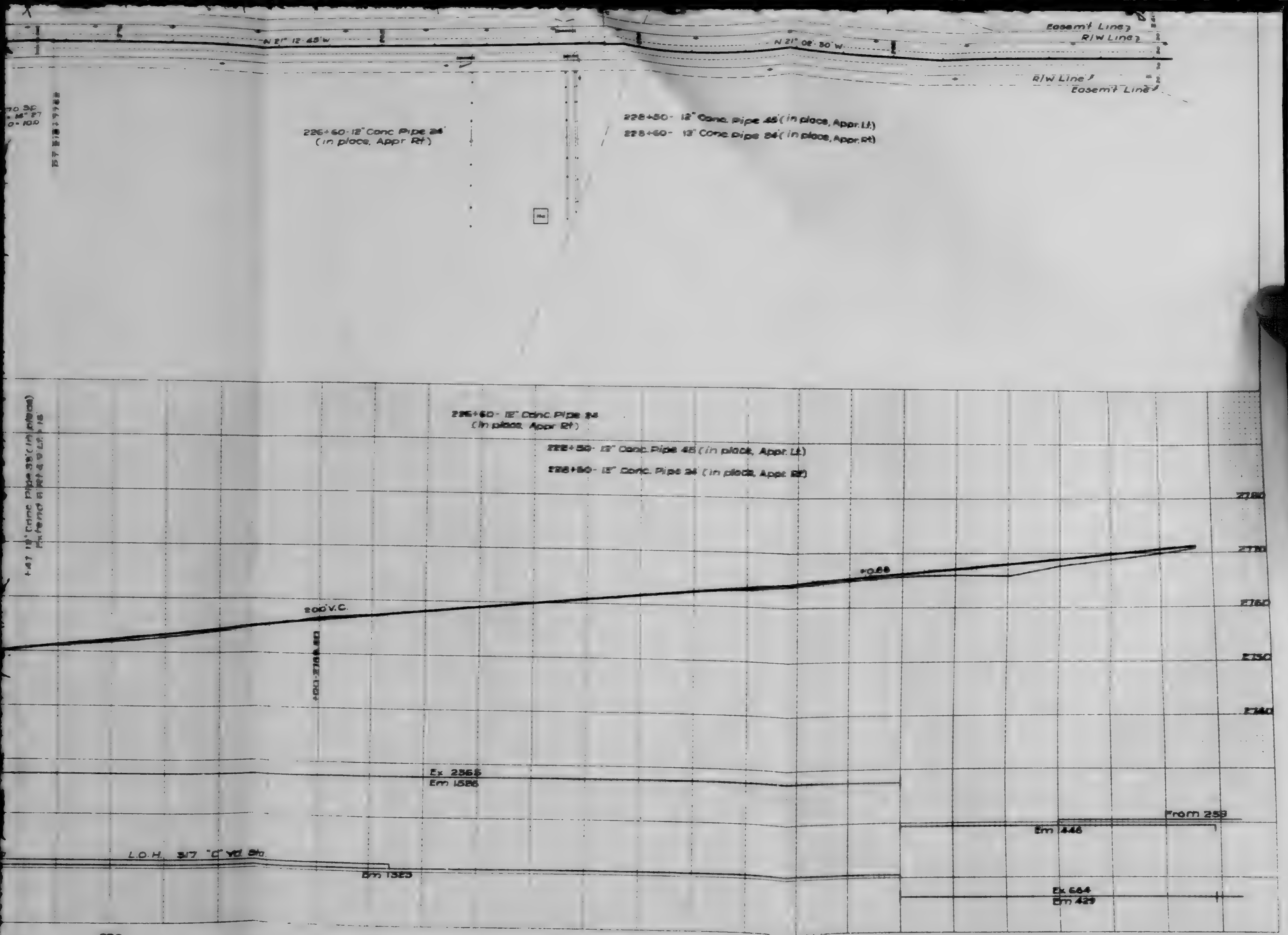

N 34° 06' 30" W
SPRING
CREEK
PS 205+25.02
160' Sp.
Δ=12° 48'
D=10.0
PSC 206+85.02
10° C. L.
Ta=36° 07' 16"
Tb=372.40
08+79.98
R/W Line
R/W Line
Easemt. Li
+13 - 12" Conc. Pipe 36' (in place)
Extend 12' Lt.
SEC. 12
SEC. 1
+18: 18" Salvaged [illegible] Conc. Pipe
Str. Ex. 10 C.Y.
+13: 12" Conc. Pipe 36' (in place)
Extend 12' Lt.
+0.82
Ex 367
Em 257
Ex 2050
Ex 1701
Em 1098
Ex 375
To 218+40
To 225+40
Ex 1080
Em 697
2750
2740
2730
2720
2710
190
195
200
205
210


2760
2750
2740
2730
2720
+0.96
200' V.C.
+90- 18" Conc. Siphon Pipe 80'(in place)
214- Salv. 8" Conc. Pipe 24', Appr. Lt.
Inst. 12" Pipe 24'
Str. Ex. 6 C.Y.
+1.02
+47- 12" Conc. Pipe 33'(in place)
Extend 6' Rt. & 9' Lt. = 15'
+00-2738.80
200' V.C.
226+60- 12" Conc. Pipe 24'
(in place, Appr. Rt.)
228+50- 12" Conc. Pipe 45'(in
228+60- 12" Conc. Pipe 24'(in
+90- 18" Conc. Siphon Pipe 80' (in place)
214- Salv 8" Conc. Pipe 24', Appr Lt
Inst 12" Pipe 24'
12
11
1
2
Barn
Shed
Easemt Line
R/W Line
S 89°44'15"W
R/W Line
Easemt Line
170'
Δ=14°27'
D=100
PC 3. 217+07.68
PT 218+77.62
170.30
Δ=14°27'
D=100
17°00' C.R.
+47- 12" Conc. Pipe 33'(in place)
Extend 6' Rt. & 9' Lt.
N 21° 12' 45"W
226+60- 12" Conc. Pipe 24'
(in place, Appr. Rt.)
228+50- 12" Conc
228+60- 12" Con
T.1S. R.38E.


+47- 12" Conc. Pipe 33'(in place)
Extend 6' Rt & 9' Lt.
T. 1 S. R. 38 E.
PT 218+77.62
70' SP
= 14°27
0=100
N 21° 12' 45" W
228+31.0
Δ=0°10'18" Rt.
N 21° 02' 30" W
Easem't Line
R/W Line
R/W Line
Easem't Line
240
226+60-12" Conc. Pipe 24'
(in place, Appr. Rt.)
228+50- 12" Conc. Pipe 45'(in place, Appr. Lt.)
228+60- 12" Conc. Pipe 24'(in place, Appr. Rt)
+47- 12" Conc. Pipe 33'(in place)
Extend 6' Rt & 9' Lt - 15'
226+60- 12" Conc. Pipe 24'
(in place, Appr. Rt)
228+50- 12" Conc. Pipe 45 (in place, Appr. Lt.)
228+60- 12" Conc. Pipe 24 (in place, Appr. Rt)
200' V.C.
+00-2758.50
+0.68
2780
2770
2760
2750
2740

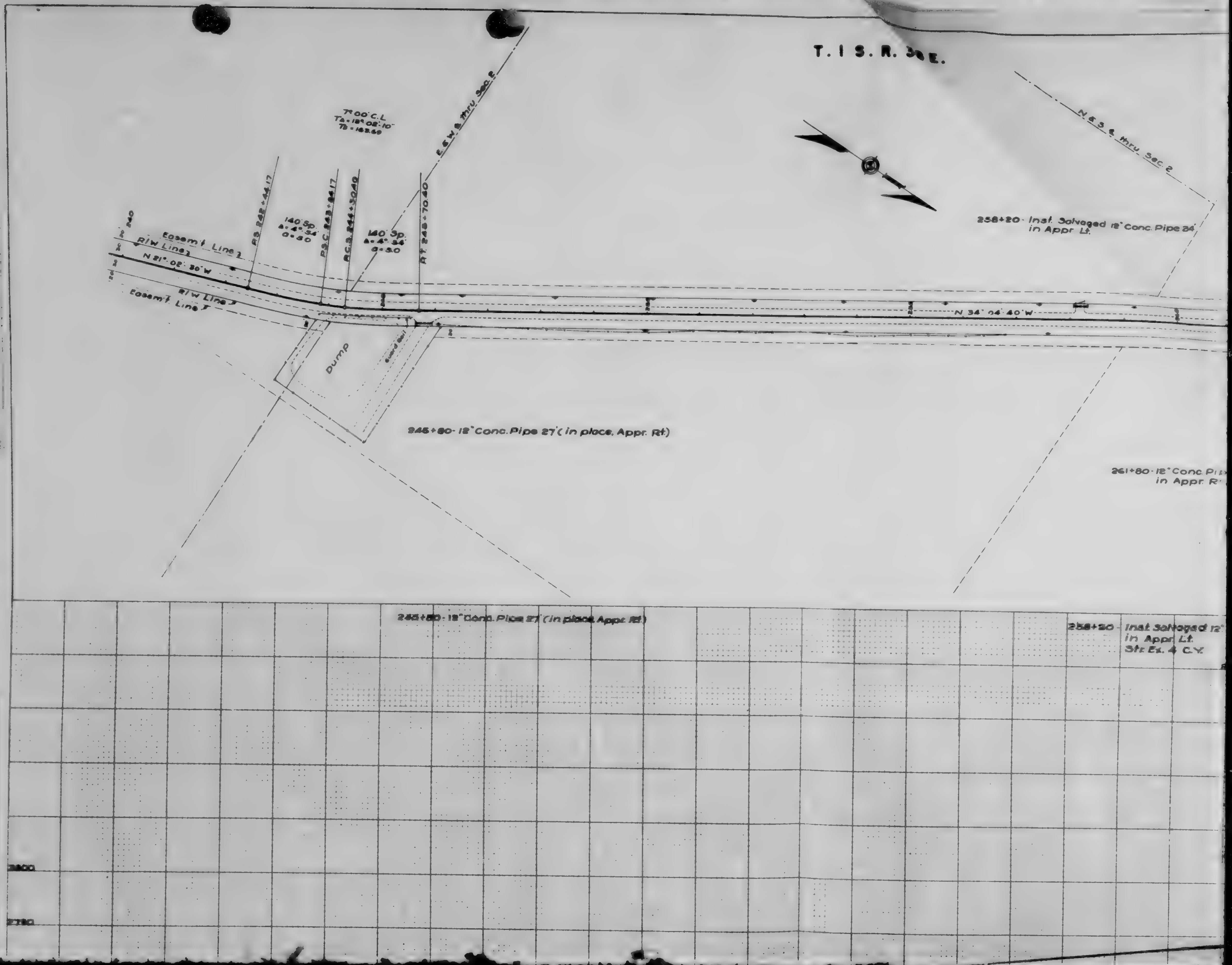
IMBLER-DRY CREEK SECTION IMBLER-DRY CREEK ROAD UNION COUNTY				SHEET No. 10
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75(3)		See Index

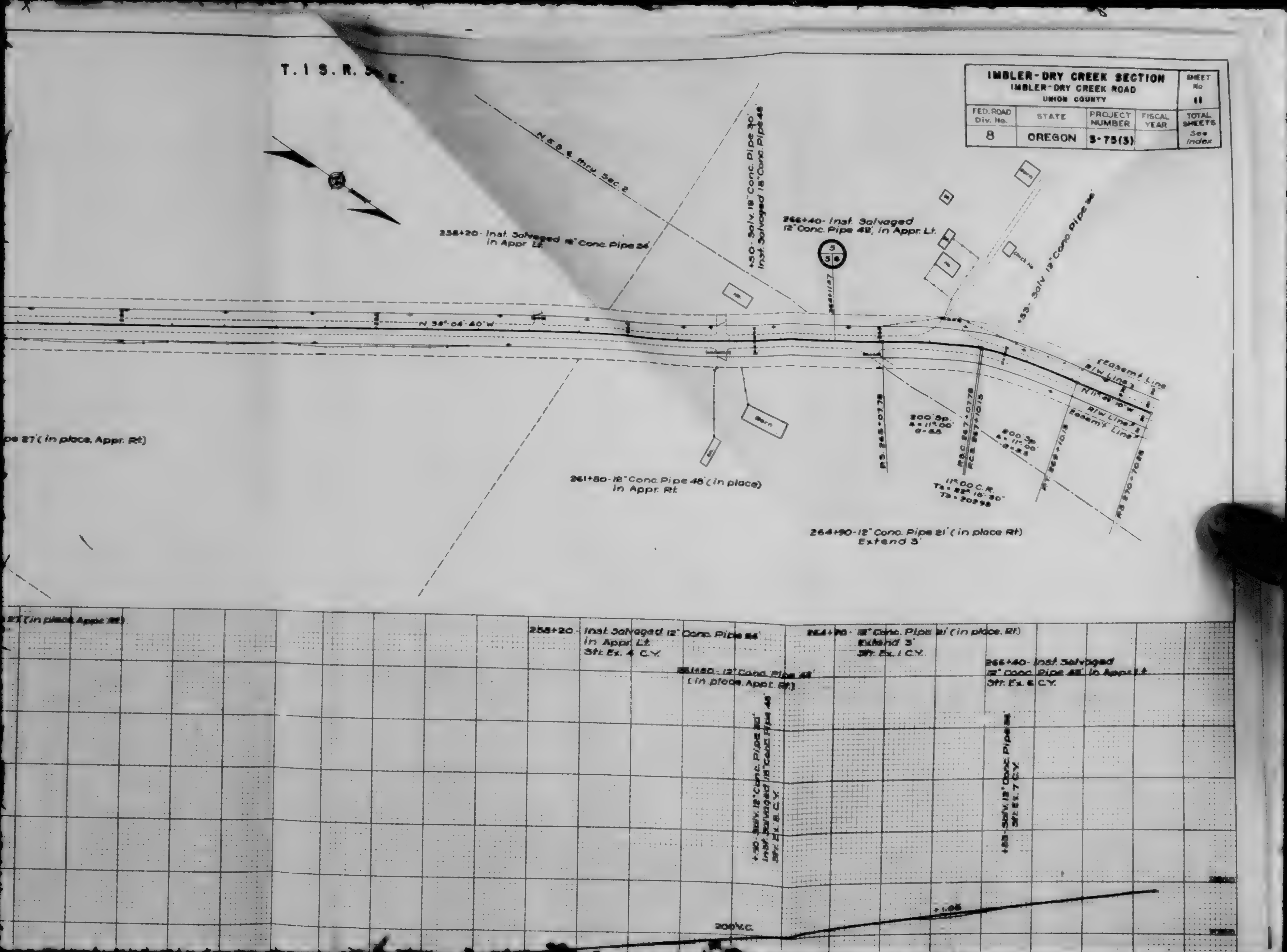

SURVEY
214- Salv 8" Conc. Pipe 24
Inst. 12" Pipe 24
Shed
Barn
Easem't Line
R/W Line
S 89° 44' 15" W
R/W Line
Easem't Line
+90- 18" Conc Siphon Pipe 60'
(in place)
211+31.47
12
1
2
210
P.S.C. 214+71.44
P.S. 213+01.44
170'
Δ=14°27'
D=10.0
1700 C.R.
Tₐ=69.05
Tₛ=319.12
P.C.S. 217+07.68
170' S.P.
Δ=14°27'
D=10.0
P.T. 218+77.62
N 21° 12' 45" W
226+60- 18" Conc. Pipe 24'
(in place, Appr. Rt.)
228+60- 12
228+60- 12
214- Salv. 8" Conc. Pipe 24', Appr. Lt.
Inst. 12" Pipe 24'
Str. Ex. 6 C.Y.
+90- 18" Conc. Siphon Pipe 90' (in place)
+47- 12" Conc. Pipe 35' (in place)
Extend 6' Rt. & 9' Lt. = 15'
226+60- 18" Conc. Pipe 24'
(in place, Appr. Rt.)
228+60- 12" Conc. Pipe 4
228+60- 12" Conc. Pipe 2
2780
2770
2760
2750
2740
+0.80
200' V.C.
+00-2744.24
+1.02
200' V.C.
+00-2756.80
Ex 185
Em 110
Ex 2365
Em 1526
From 207+50
3.0.H. 1265 Yd. Sta.
Em 242
From 198+70
3.0.H. 12,300 Yd. Sta.
L.O.H. 317 "C" Yd. Sta.
Em 1325
Ex 1830
Em 987
210
215
220
225
230


Easem't Line
R/W Line
N 21° 12' 48" W
N 21° 02' 30" W
R/W Line
Easem't Line
70 30
= 16° 27
D= 10.0
PT 218+77.62
226+60-12" Conc Pipe 24'
(in place, Appr Rt)
228+50- 12" Conc. Pipe 45'(in place, Appr. Lt.)
228+60- 13" Conc Pipe 24'(in place, Appr. Rt)
+47 18" Conc Pipe 35' (in place)
Extend 8' Rt & 9' Lt = 18
226+60- 12" Conc. Pipe 24
(in place, Appr Rt)
228+50- 12" Conc. Pipe 45 (in place, Appr. Lt)
228+60- 12" Conc. Pipe 24 (in place, Appr. Rt)
200' V.C.
+00-2768.80
+0.68
2780
2770
2760
2750
2740
Ex 2365
Em 1586
From 259
Em 446
L.O.H. 317 "C" Yd. Sta.
Em 1323
Ex 664
Em 429
220
225
230
235
240

ORIGINAL SURVEY
NOTE BOOK
NO

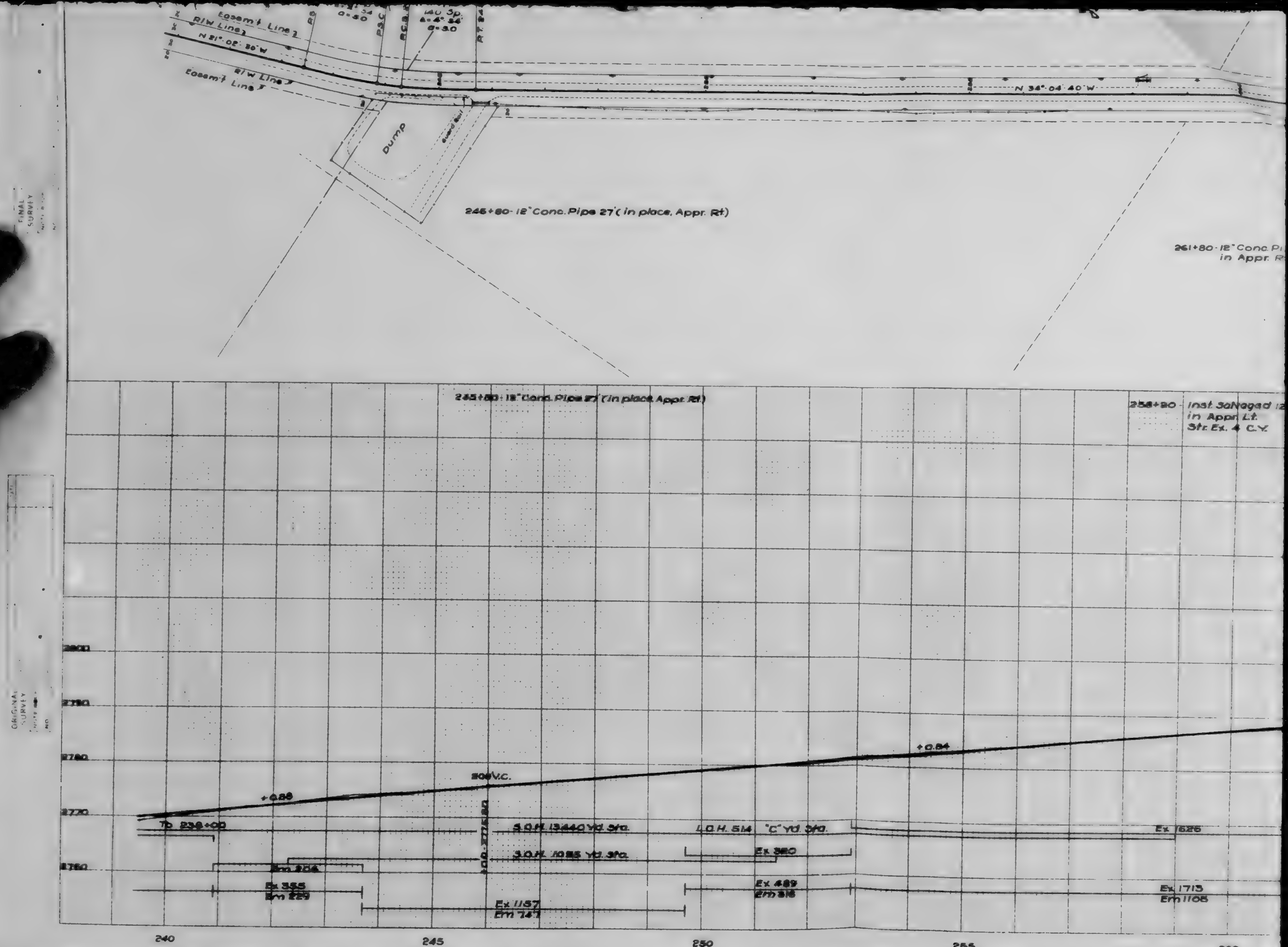
FINAL SURVEY
NOTE BOOK
NO

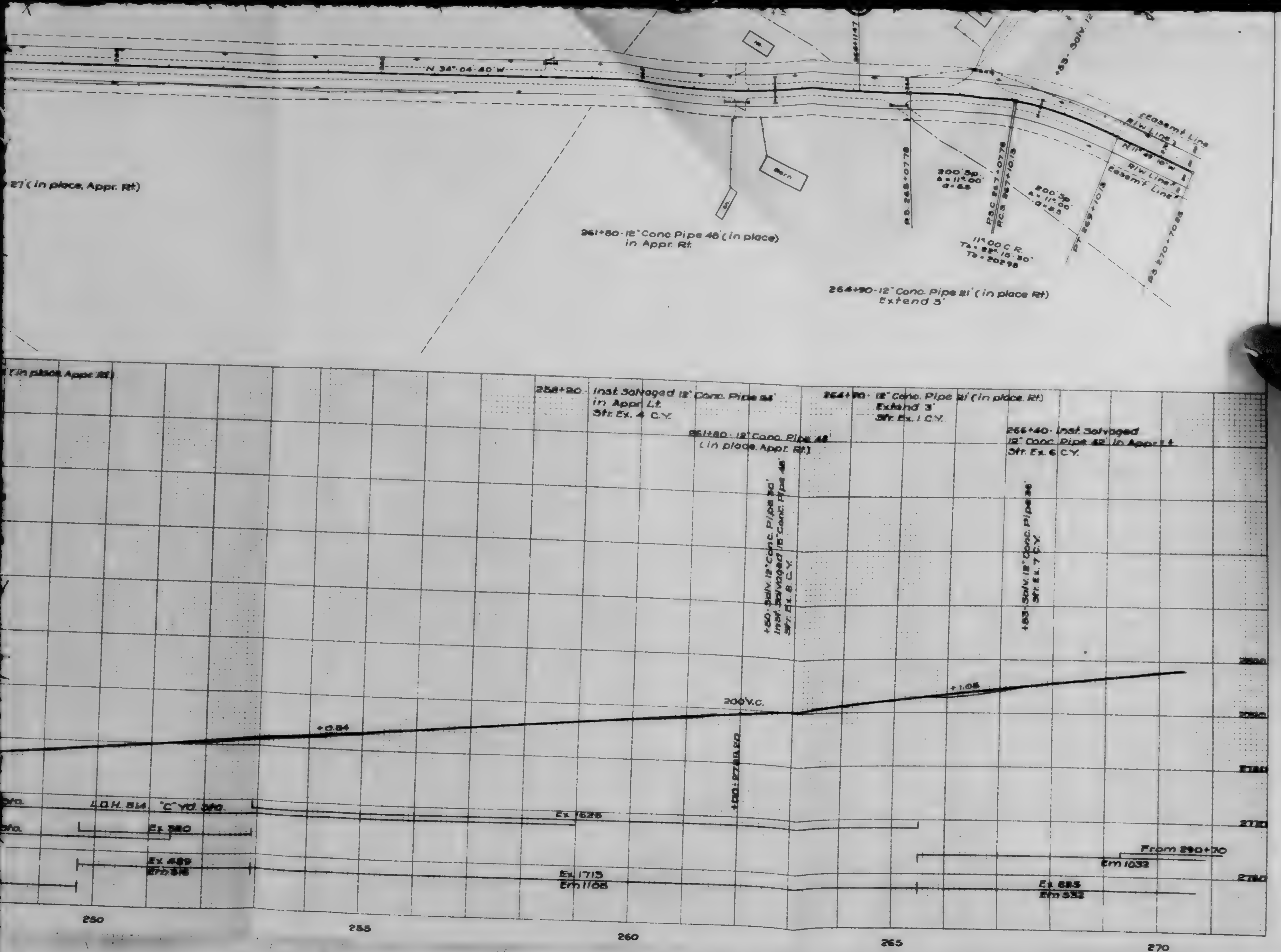

T. 1 S. R. 30 E.
N 63 E thru Sec. 2
E-W ℄ thru Sec. 2
7°00' C.L.
Ta = 18°02'10"
Tb = 162.69
240
Easem't Line 2
R/W Line 2
N 21° 02' 30" W
P.S. 242+44.17
140' Sp.
Δ = 4°34'
0 = 30
P.S.C. 243+84.17
P.C.S. 244+30.40
140' Sp.
Δ = 4°34'
0 = 30
P.T. 245+70.40
R/W Line 3
Easem't Line 3
Dump
Guard Rail
N 34° 04' 40" W
258+20 - Inst. Salvaged 12" Conc. Pipe 24'
in Appr. Lt.
245+80 - 12" Conc. Pipe 27' (in place, Appr. Rt)
261+80 - 12" Conc. Pi
in Appr. R
245+80 - 12" Conc. Pipe 27' (in place Appr. Rt)
258+20 - Inst. Salvaged 12"
in Appr. Lt.
Str. Ex. 4 C.Y.
2800
2790

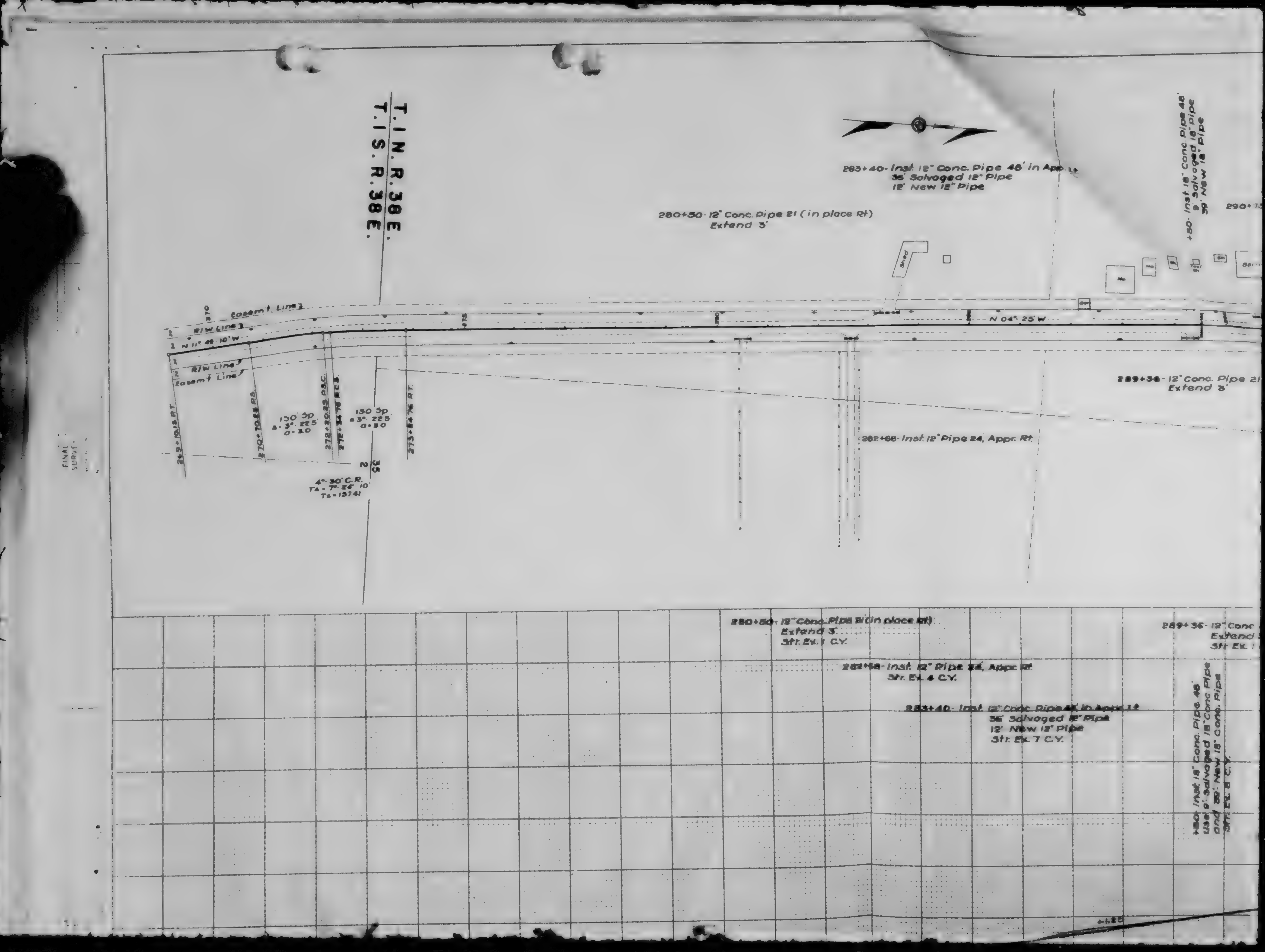

T. 1 S. R. 3 E.
N E 3 ¢ thru Sec. 2
258+20 - Inst. Salvaged 12" Conc. Pipe 24' in Appr. Lt.
+50 - Salv. 18" Conc. Pipe 30'
Inst. Salvaged 18" Conc. Pipe 48'
266+40 - Inst. Salvaged 12" Conc. Pipe 48', in Appr. Lt.
5
3 6
264+11.47
N 34° 04' 40" W
+55 - Salv 12" Conc. Pipe 36'
Barn
Barn
Easem't Line
R/W Line
N 11° 29' 10" W
R/W Line
Easem't Line
P.S. 265+07.78
P.S.C. 267+07.78
P.C.S. 267+10.15
200' Sp.
Δ = 11°00'
θ = 5.5
200' Sp.
Δ = 11°00'
θ = 5.5
11°00' C.R.
Ts = 22° 16' 30"
Ts = 20298
P.T. 269+10.15
P.S. 270+70.25
pe 27' (in place, Appr. Rt)
261+80 - 12" Conc. Pipe 48' (in place) in Appr. Rt.
264+90 - 12" Conc. Pipe 21' (in place Rt) Extend 3'
27' (in place, Appr. Rt)
258+20 - Inst. Salvaged 12" Conc. Pipe 24' in Appr. Lt. Str. Ex. 4 C.Y.
261+80 - 12" Conc. Pipe 48' (in place, Appr. Rt.)
264+90 - 12" Conc. Pipe 21' (in place. Rt.) Extend 3' Str. Ex. 1 C.Y.
266+40 - Inst. Salvaged 12" Conc. Pipe 48' in Appr. Lt. Str. Ex. 6 C.Y.
+50 - Salv. 18" Conc. Pipe 30'
Inst. Salvaged 18" Conc. Pipe 48'
Str. Ex. 8 C.Y.
+55 - Salv. 12" Conc. Pipe 36'
Str. Ex. 7 C.Y.
200' V.C.
+1.05

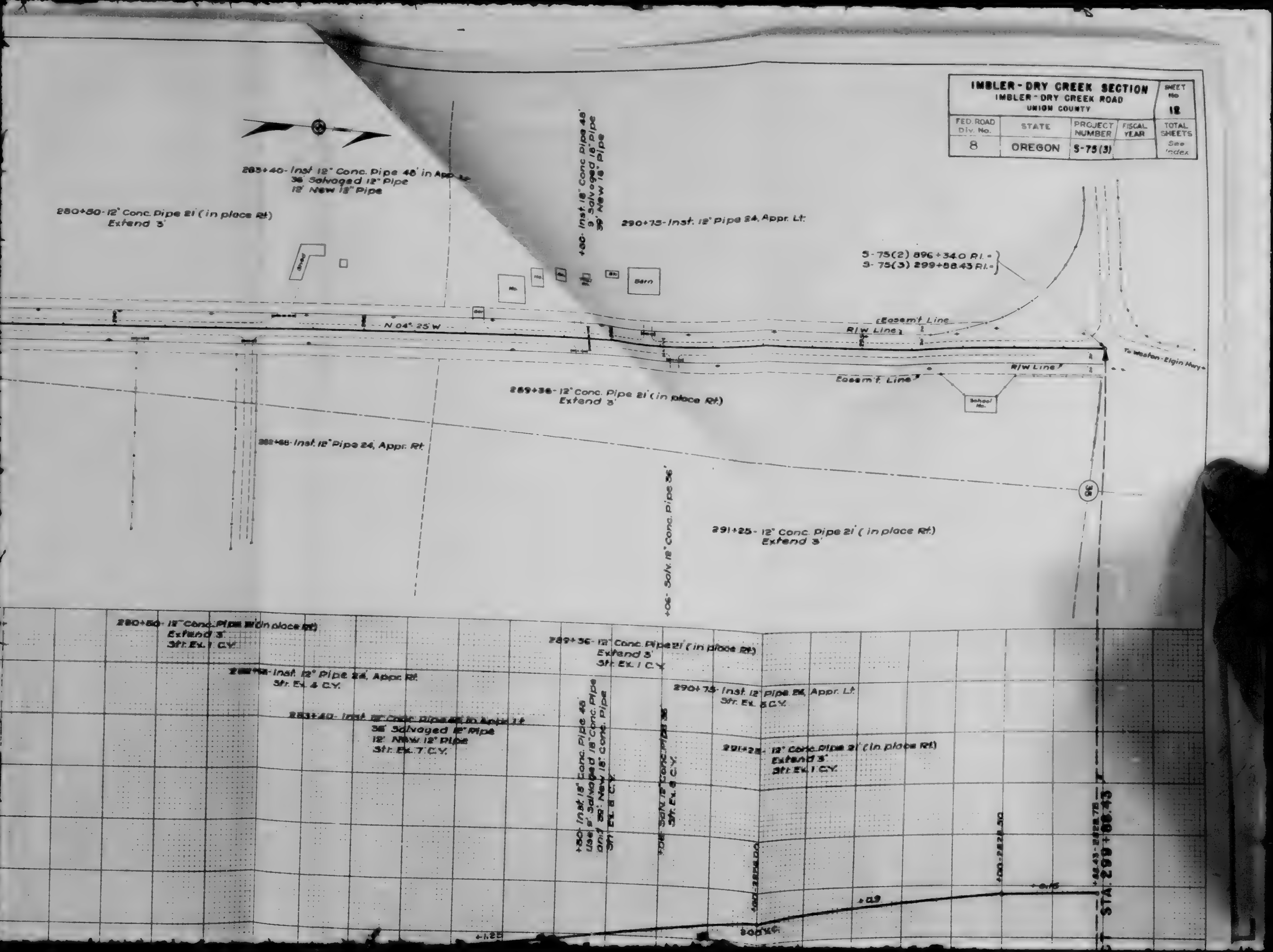
IMBLER-DRY CREEK SECTION
IMBLER-DRY CREEK ROAD
UNION COUNTY

FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No	TOTAL SHEETS
8	OREGON	S-75(3)		11	See Index

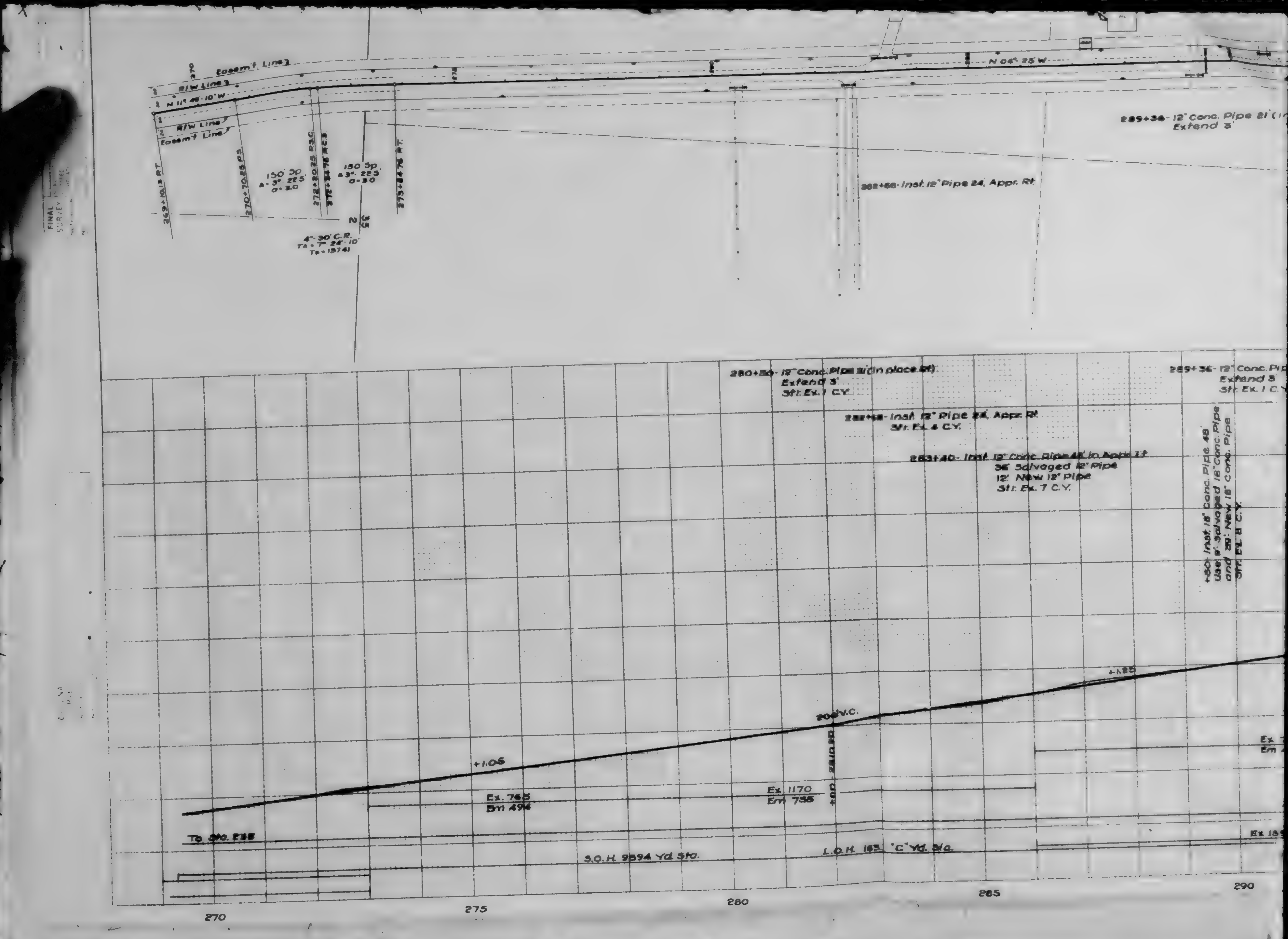

FINAL SURVEY
NOTE BOOK
NO.
ORIGINAL SURVEY
NOTE BOOK
NO.
Easem't Line 2
R/W Line 2
N 21°-02'-30" W
R/W Line 3
Easem't Line 3
P.S.C.
P.C.S.
P.T.
140 Sp.
Δ=4°-34'
θ=3.0
θ=3.0
N 34°-04'-40" W
Dump
Guard Rail
246+80-12" Conc. Pipe 27' (in place, Appr. Rt)
261+80-12" Conc. Pi
in Appr. R
245+80-18" Conc. Pipe 27' (in place, Appr. Rt)
258+80 - Inst. Salvaged 12
in Appr. Lt.
Str. Ex. 4 C.Y.
2800
2790
2780
2770
2760
+0.88
200' V.C.
+0.84
To 238+00
246+00-2775.80
5.0 H. 13440 Yd. Sta.
4.0 H. 514 "C" Yd. Sta.
3.0 H. 1085 Yd. Sta.
Em 206
Ex 355
Em 229
Ex 1157
Em 747
Ex 380
Ex 489
Em 316
Ex 1626
Ex 1713
Em 1108
240
245
250
255
260


27' (in place, Appr. Rt)
N 34°-04'-40" W
Barn
261+80 - 12" Conc. Pipe 48' (in place)
in Appr. Rt.
264+1147
P.S. 265+0778
200' Sp.
Δ = 11°00'
a = 5.5
P.S.C. 267+0778
P.C.S. 267+10.15
11°00' C.R.
Ts = 23°-15'-30"
Ts = 202.98
200' Sp.
Δ = 11°00'
a = 5.5
P.T. 269+10.15
P.S. 270+70.88
Easem't Line
R/W Line
N 11°-15'-10" W
R/W Line
Easem't Line
264+90 - 12" Conc. Pipe 21' (in place Rt)
Extend 3'
+53 - Salv. 12
(in place, Appr. Rt)
258+20 - Inst. Salvaged 12" Conc. Pipe 44'
in Appr. Lt.
Str. Ex. 4 C.Y.
261+80 - 12" Conc. Pipe 48'
(in place, Appr. Rt)
264+90 - 12" Conc. Pipe 21' (in place, Rt)
Extend 3'
Str. Ex. 1 C.Y.
266+40 - Inst. Salvaged
12" Conc. Pipe 42' in Appr. Lt.
Str. Ex. 6 C.Y.
+50 - Salv. 12" Conc. Pipe 30'
Inst. Salvaged 15" Conc. Pipe 46'
Str. Ex. 8 C.Y.
+53 - Salv. 12" Conc. Pipe 36'
Str. Ex. 7 C.Y.
+0.84
200' V.C.
+1.05
+00: 2769.20
L.O.H. 514 "C" Yd. Sta.
Ex 380
Ex 1626
Ex 489
Em 316
Ex 1713
Em 1105
From 290+70
Em 1032
Ex 885
Em 552
2800
2790
2780
2770
2760
250
255
260
265
270


FINAL SURVEY
T.1 N.R.38E.
T.1 S.R.38E.
Easem't Line
R/W Line
N 11° 49' 10" W
R/W Line
Easem't Line
270
275
280
269+10.13 RT.
270+70.83 P.S.
150' Sp.
Δ=3°-22.5'
0=30
272+30.25 P.S.C.
272+34.76 R.C.S.
150' Sp.
Δ=3°-22.5'
0=30
273+84.76 RT.
2
35
4°-30' C.R.
Ta = 7°-24'-10"
Ts = 157.41
N 04°-25' W
Shed
283+40- Inst. 12" Conc. Pipe 48' in Appr. Lt.
36' Salvaged 12" Pipe
12' New 12" Pipe
280+50- 12" Conc. Pipe 21 (in place Rt)
Extend 3'
282+68- Inst. 12" Pipe 24, Appr. Rt.
289+36- 12" Conc. Pipe 21
Extend 3'
+80- Inst. 18" Conc. Pipe 48'
9' Salvaged 18" Pipe
39' New 18" Pipe
290+7
280+50- 12" Conc. Pipe 21 (in place Rt)
Extend 3'
Str. Ex. 1 C.Y.
282+68- Inst. 12" Pipe 24, Appr. Rt.
Str. Ex. 4 C.Y.
283+40- Inst. 12" Conc. Pipe 48' in Appr. Lt.
36' Salvaged 12" Pipe
12' New 12" Pipe
Str. Ex. 7 C.Y.
289+36- 12" Conc
Extend
Str. Ex. 1
+80- Inst. 18" Conc. Pipe 48'
Use 9' Salvaged 18" Conc. Pipe
and 39' New 18" Conc. Pipe
Str. Ex. 8 C.Y.


280+50- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
283+40- Inst. 12" Conc. Pipe 48' in App. Lt.
36' Salvaged 12" Pipe
12' New 12" Pipe
+80- Inst. 18" Conc. Pipe 48'
9' Salvaged 18" Pipe
39' New 18" Pipe
290+75- Inst. 12" Pipe 24, Appr. Lt.
S-75(2) 896+34.0 Rt. =
S-75(3) 299+88.43 Rt. =
Shed
Barn
N 04° 25' W
Easem't Line
R/W Line
To Weston - Elgin Hwy.
Easem't Line
R/W Line
School
289+36- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
282+68- Inst. 12" Pipe 24, Appr. Rt.
+06- Salv. 18" Conc. Pipe 36'
291+25- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
38
280+50- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
Str. Ex. 1 C.Y.
289+36- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
Str. Ex. 1 C.Y.
282+68- Inst. 12" Pipe 24, Appr. Rt.
Str. Ex. 4 C.Y.
290+75- Inst. 12" Pipe 24, Appr. Lt.
Str. Ex. 5 C.Y.
283+40- Inst. 12" Conc. Pipe 48' in Appr. Lt.
36' Salvaged 12" Pipe
12' New 12" Pipe
Str. Ex. 7 C.Y.
+80- Inst. 18" Conc. Pipe 48'
Use 9' Salvaged 18" Conc. Pipe
and 39' New 18" Conc. Pipe
Str. Ex. 8 C.Y.
+06- Salv. 18" Conc. Pipe 36'
Str. Ex. 6 C.Y.
291+25- 12" Conc. Pipe 21' (in place Rt.)
Extend 3'
Str. Ex. 1 C.Y.
+00-2826.00
300 V.C.
+0.9
+00-2828.50
+0.15
+88.43-2828.75
STA. 299+88.43
+1.25

IMBLER - DRY CREEK SECTION IMBLER - DRY CREEK ROAD UNION COUNTY				SHEET No. 12
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	S-75(3)		See Index


FINAL SURVEY
Easem't Line
R/W Line
N 11° 49'-10" W
R/W Line
Easem't Line
270
275
269+10.13 RT
270+70.23 P.S.
150' Sp.
Δ=3°-22.5'
0=30
272+20.23 P.S.C.
272+84.76 R.C.S.
150' Sp.
Δ=3°-22.5'
0=30
273+84.76 RT.
2
35
4°-30' C.R.
TA=7°-24'-10"
Ts=157.41
N 04° 25' W
282+68- Inst. 12" Pipe 24, Appr. Rt.
289+36- 12" Conc. Pipe 21' (i
Extend 3'
280+50- 12" Conc. Pipe 31' (in place Rt.)
Extend 3'
Str. Ex. 1 C.Y.
282+68- Inst. 12" Pipe 24, Appr. Rt.
Str. Ex. 4 C.Y.
283+40- Inst. 12" Conc. Pipe 48' in Appr. Lt.
36' Salvaged 12" Pipe
12' New 12" Pipe
Str. Ex. 7 C.Y.
289+36- 12" Conc. Pip
Extend 3'
Str. Ex. 1 C.Y.
+50- Inst. 18" Conc. Pipe 48'
Use 9' Salvaged 18" Conc. Pipe
and 39' New 18" Conc. Pipe
Str. Ex. 8 C.Y.
+1.05
200' V.C.
+00- 281020
+1.25
Ex. 765
Em 494
Ex. 1170
Em 755
Ex.
Em
To Sta. 238
S.O.H. 9594 Yd. Sta.
L.O.H. 165 "C" Yd. Sta.
Ex. 15
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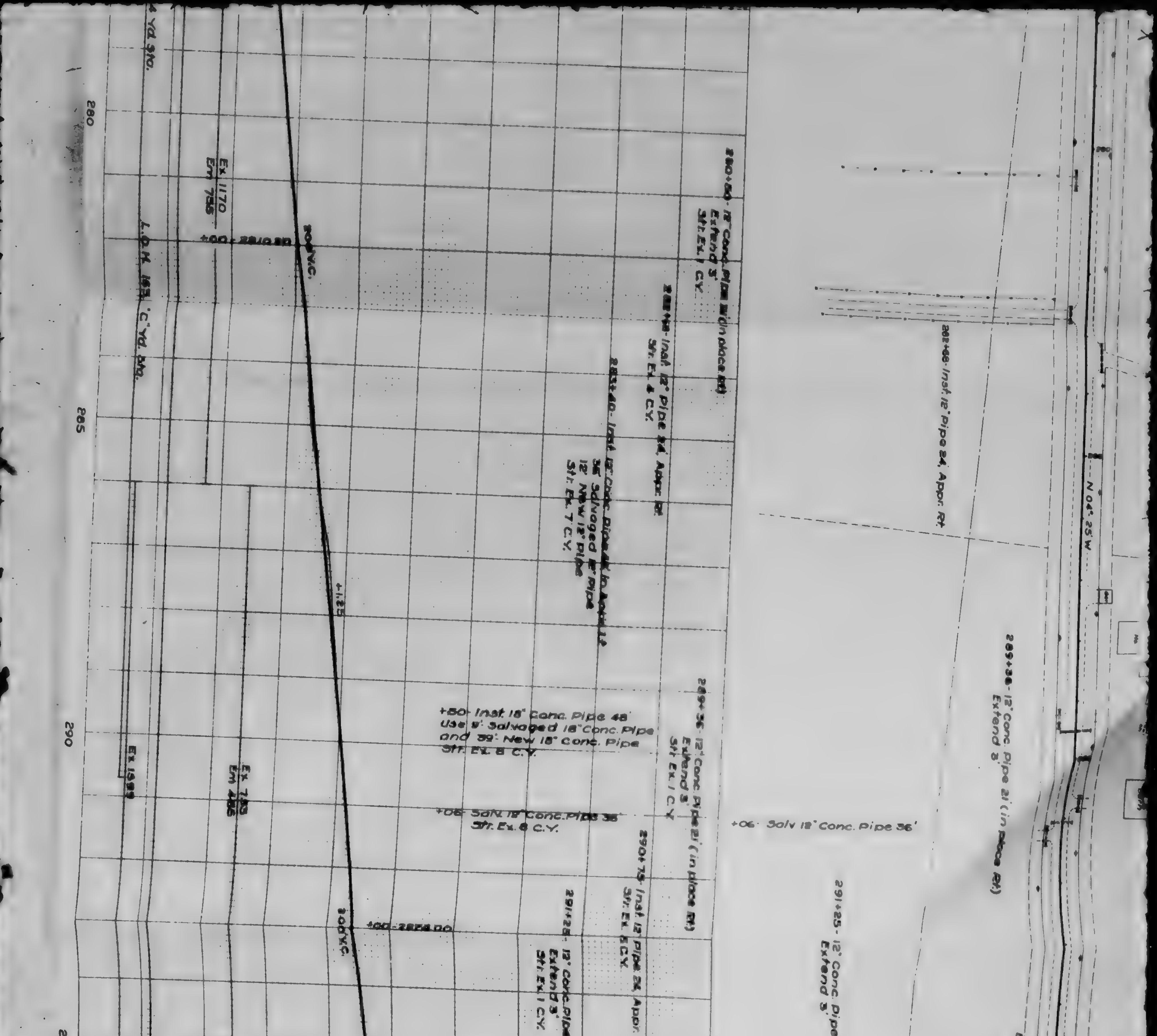
275
280
285
290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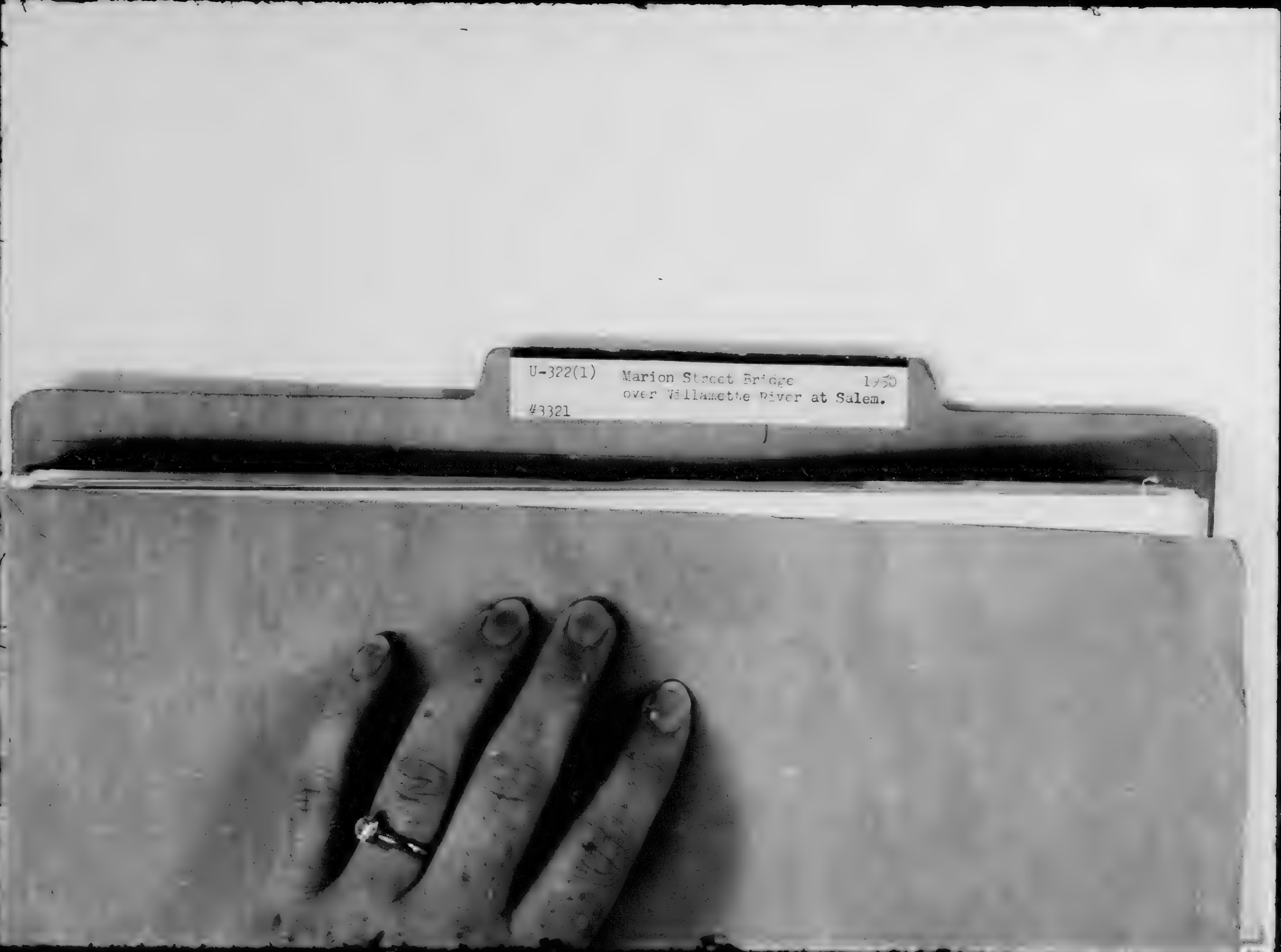
285
290
295
Ex. 1170
Em 756
L.O.H. 187 C.Yd. Sta.
Ex. 1599
Ex. 783
Em 486
Ex. 614
Ex. 314
Em 305
+00-2810.90
300' V.C.
+1.25
+00-2828.00
300' V.C.
+0.9
+00-2828.50
+88.43-2828.78
299+88.43
END OF PROJECT STA. 299+88.43
280+80- 12" Conc. Pipe 20' (in place Rt.) Extend 3' Str. Ex. 1 C.Y.
282+48- Inst. 12" Pipe 24' Appr. Rt. Str. Ex. 4 C.Y.
283+40- Inst. 12" Conc. Pipe 48' in Appr. Lt. 36' Salvaged 12" Pipe 12' New 12" Pipe Str. Ex. 7 C.Y.
+50- Inst. 18" Conc. Pipe 48' Use 9' Salvaged 18" Conc. Pipe and 39' New 18" Conc. Pipe Str. Ex. 8 C.Y.
+06- Salv. 18" Conc. Pipe 36' Str. Ex. 8 C.Y.
289+36- 12" Conc. Pipe 21' (in place Rt.) Extend 3' Str. Ex. 1 C.Y.
290+75- Inst. 12" Pipe 24' Appr. Lt. Str. Ex. 8 C.Y.
291+28- 12" Conc. Pipe 21' (in place Rt.) Extend 3' Str. Ex. 1 C.Y.
282+48- Inst. 12" Pipe 24' Appr. Rt.
289+36- 12" Conc. Pipe 21' (in place Rt.) Extend 3'
+06- Salv 18" Conc. Pipe 36'
291+25- 12" Conc. Pipe 21' (in place Rt.) Extend 3'
N 04° 25' W
R/W Line
Easem't Line
Easem't Line
R/W Line
School
36
To Waldron - Elgin Hwy.



U-322(1) Marion Street Bridge 1950
over Willamette River at Salem.
#3321

IN THE SUPREME COURT OF THE STATE OF OREGON

Department 2

State of Oregon, by and through its State Highway Commission, composed of Ben R. Chandler, Charles H. Reynolds, and M. K. McIver,

Appellant,

v.

State Construction Company, a corporation, and Continental Casualty Company, a corporation,

Respondents.

- - - - -

Appeal from Circuit Court, Multnomah County.

Martin W. Hawkins, Judge.

Argued and submitted January 25, 1955.

Charles Peterson, Salem, argued the cause for appellant. With him on the brief were Robert Y. Thornton, Attorney General, C. W. Enfield, Assistant Attorney General and Chief Counsel for Oregon State Highway Commission, and Leonard I. Lindas, all of Salem.

L. A. Recken, Portland, argued the cause for respondents. On the brief were Recken & Recken, Portland, and Henry Elliott, Seattle, Washington.

Before Warner, Chief Justice, and Tooze, Lusk and Brand, Justices.

TOOZE, J.

Affirmed.

FILED
FEB 23 1955
F. M. SERCOMBE, Clerk
By..
Deputy

TOOZE, J.

This suit was originally commenced as an action at law to recover the sum of $8,634.95 and was brought by the State of Oregon, by and through its State Highway Commission, as plaintiff, against State Construction Company, a corporation, and Continental Casualty Company, a corporation, as defendants. Defendants answered plaintiff's complaint and affirmatively pleaded matters arising out of the facts requiring the interposition of a court of equity, and material to their defense in the law action, and prayed for affirmative relief. Pursuant to the provisions of ORS 16.460, the action at law was stayed and the case thereafter proceeded as a suit in equity. A decree was entered in favor of defendants. Plaintiff appeals.

This litigation involves the liability of a bidder and its surety upon a bid for the construction of five piers for a bridge spanning the Willamette river, a navigable stream, in Marion and Polk counties, Oregon. The Salem-Dallas highway is an established state highway running in a general easterly and westerly direction between the city of Dallas, in Polk county, and the city of Salem, in Polk and Marion counties. As permanently located by the State Highway Commission, the route of said highway crosses the Willamette river within the corporate limits of the city of Salem, the easterly end or approach of which river crossing is in Marion county and on Marion street; the westerly end or approach connects with the Salem-Dallas highway in Polk county.

Having found it to be in the public interests to construct such bridge, to be known as the Marion Street Bridge, and having secured the necessary approval of the War Department, the Highway Commission caused plans, specifications and other engineering data to be prepared for use and employment in connection with a call for competitive bids for the construction of piers numbered one to five as a part of said proposed bridge structure. Pier No. 1 was to be constructed on the high bank on the easterly side of the river, Piers Nos. 2, 3, 4 and 5 in the river itself, No. 5 below low water mark on the west side of the river.

The proposed construction was a Federal Aid Project, the United States, through its Bureau of Public Roads, to pay approximately 50 per cent of the cost. As a condition of Federal aid, the approval of the Bureau of Public Roads of the plans and specifications for the structure was required. At the time bids were called for in connection with the construction and installation of the piers, the Bureau of Public Roads had not given its formal approval to the plans and specifications.

However, the Highway Commission issued and published a call for competitive bids for the construction and installation of said piers, bids to be submitted to and filed with the commission for consideration at a meeting to be held April 24, 1950, in Portland, Oregon, at 9.00 A.M. The Commission reserved the right to reject any or all bids, or to accept the proposal deemed best for the state of Oregon.

In the bid proposal form prepared by the Commission for use of prospective bidders, the bid was subdivided into seven separate items, the bidder being required to subdivide his bid accordingly.

State Construction Company is a Washington corporation, with its principal offices located in Seattle, and is authorized to transact business within the state of Oregon. It was duly qualified as a bidder under the provisions of §§ 98-102 to 98-106, OCLA (ORS 279.010 to 279.028). Alfred H. Cohn is the president and general manager of said corporation. He is a registered engineer in the state of Washington. Edgar C. Hart is general superintendent on heavy construction for and a stockholder of the corporation.

The printed form for bid proposal for the construction of the piers for the Marion Street Bridge, together with the plans and specifications therefor, were furnished the defendant Construction Company by the Highway Commission.

Cohn and Hart made a trip to Salem, where they interviewed members of the engineering department of the Highway Commission, and also looked over and investigated the site for the construction of the piers. They interviewed materialmen, investigated labor conditions, river conditions, and secured other available data necessary to prepare a bid. At the same time they were investigating the proposed construction of an overhead pass on State Highway No. 99 at Eugene, with a view to bidding thereon; bids were to be opened on Tuesday, April 25, 1950.

Upon their return to Seattle, Cohn and Hart commenced work on the preparation of bids of the Construction Company. They had but a few days within which to prepare the same. Hart did most of the figuring, Cohn securing the prices of the needed materials. The first item on the form of proposal for the bridge piers was for "shoring, cribbing, etc." This item included construction of the necessary cofferdams. Included in the first item was necessary dredge work, lumber, labor and approximately 400,000 pounds of steel sheet piling. The cost of the necessary steel sheet piling delivered to the job site approximated $35,000. It was the inadvertent omission of the cost of this steel piling from the completed bid of the defendant Construction Company that led to the instant litigation.

In the preparation of their proposal, Cohn and Hart were compelled to work rapidly in order to complete the bid and get it into the mail by Friday evening, April 21. It was to be and was mailed on Friday to the defendant Continental Casualty Company in Portland, which corporation was to furnish the bidder's bond and file the bid and bond with the Commission before 9.00 A.M. on Monday, April 24.

At the time Hart finished his work-sheet summary of the items and their cost, going to make up the bid respecting shoring and cribbing, he had not been furnished the cost of the steel sheet piling and on his tabulation left that cost open. On Friday, the cost thereof was furnished him by Cohn, that is, the cost per pound. Cohn had secured this information from the Bethlehem Steel Corporation in Seattle. The cost was seven cents per pound f.o.b. Salem, Oregon. An additional cost for transportation from railroad to the work site was also involved. Although Hart was given this cost by Cohn on Friday, in his haste to get the final figures to Cohn, who made up the formal bid, he inadvertently omitted to extend that cost on his work-sheet summary.

Hart's summary as to item No. 1 (shoring, cribbing, etc.) on his work sheets, prepared before information had been received as to the cost of the steel sheet piling, is as follows:

"Piling 152-50' 144-25'	
Lumber 35M at 300.00	10500.00
Dredge 2 1/2 Mo.	5000.00
Labor	2500.00
	18000.00
Sup	1000.00
	19000.00
Miss	5000.00
	24000.00
Drive & Pul.	7400.00
	31400.00
	3100.00
	34500.00"

The figures 152-50' and 144-25' referred to the number and length of steel piling required, that is, 152 piling 50 feet in length, and 144 piling 25 feet in length. The amount of $3,100.00 represented the estimated profit. As before observed, Hart failed to extend the cost of the steel sheet piling in the above summary.

After completing all his estimates upon the seven items included in the bid, Hart transferred the totals from his work sheets to a final estimate sheet, which he turned over to Cohn, and from which Cohn prepared the bid proposal. This final estimate sheet delivered to Cohn carried the figures $34,000.00 for item 1, and Cohn placed those figures in the bid as submitted to the Highway Commission. The cost of steel sheet piling was entirely omitted from the bid. The bid, prepared upon the form furnished by the Highway Commission, was as follows:

"Marion Street Bridge Piers   Bid Sheet

Item No.	Item and Quantity		Unit Price	Amount
1.	Shoring, Cribbing, etc. All required For Thirty-four thousand dollars	Lump sum	$34,000.00	$34,000.00
2.	Structural Excavation 2,200 Cu. Yds. For Six dollars & fifty cents	Per Cu. Yd.	$ 6.50	$14,300.00
3.	Structural Excavation Below Elevations Shown 40 Cu. Yds. For Ten dollars	Per Cu. Yd	$ 10.00	$ 400.00
4.	Furnish Foundation Piling 9,400 Lin. Ft. For Forty cents	Per Lin. Ft.	$ 0.40	$ 3,760.00
5.	Drive Piles 286 Only For Thirty-six dollars & fifty cents	Per each	$ 36.50	$ 10,439.00
6.	Class "A" Concrete 1,800 Cu. Yds. For Fifty dollars	Per Cu. Yd.	$50.00	$90,000.00
7.	Metal Reinforcement 220,000 Lbs. For nine cents	Per Lb.	$ 0.09	$19,800.00
	Total Amount of Bid			$172,699.00"

We pause to note the fact that prior to the time the call for bids was issued and published, and in keeping with the practice in such cases, the engineering department of the Highway Commission furnished to the Commission its own estimate of the costs of the project. This estimate is furnished for the information of the Commission only. That estimate was as follows:

"1. All required	Shoring, Cribbing, etc.		$80,000.00
2. 2,200 cu. yds.	Excavation	$10.00	22,000.00
3. 40 cu. yds	Excavation Below Elevations Shown	10.00	400.00
4. 9,400 Lin. ft.	Furnish Foundation Piling	.40	3,760.00
5. 286 only	Drive Piles	45.00	12,870.00
6. 1,800 cu. yds	Class "A" Concrete	55.00	99,000.00
7. 220,000 lbs.	Metal Reinforcement	.10	22,000.00
	For Comparison of Bids		$240,030.00

ESTIMATED CONSTRUCTION AUTHORIZATION

Estimated Contract Amount	$240,030.00
Anticipated Additional Items	-
	$240,030.00
Engr. & Cont. (10 per cent)	24,003.00
Estimated Net Authorization, Constr.	$264,033.00"

On Monday, April 24, 1950, the bids were opened by the Highway Commission. There were five bids, including that of the defendant State Construction Company. On Item No. 1, the bid of M. T. Butler & C. M. Halvorson was $136,000 (as compared to $34,000 in defendant's bid), and their total bid on all seven items was $269,500.00 (as compared to $172,699.00 in defendant's bid); the bid of Guy F. Atkinson Company on Item No. 1 was $163,500.00, and its total bid on all items was $292,792.00; the bid of Lee Hoffman on Item No. 1 was $99,900.00, and his total bid on all items was $232,980.00; the bid of General Construction Company on Item No. 1 was $130,000.00, and its total bid on all items was $288,940.00.

At the time the bids were opened, certain rights of way on the west side of the Willamette river had not yet been procured by the Highway Commission. The minutes of the Commission meeting on April 24 show a discussion respecting this right of way matter and then state:

> "The Commission decided unanimously to hold up the award of the contract for the construction of piers for the Marion Street Bridge, bids for which were received

> this day, until all right of way matters pertaining to the project have been disposed of satisfactorily."

The minutes for the meeting of April 24 further show:

> "Construction of five piers for the Marion Street Bridge over the Willamette River in Salem in Marion and Polk Counties. State Construction Company, Seattle, submitted the low bid for this work at $172,699. Lee Hoffman, Portland, submitted the next low bid at $232,980. There were three higher bids. The Commission has deferred the award of this contract until the following day. (The Commission later referred the bids to the Engineer with power to award the contract to the low bidder, State Construction Company, when certain right of way matters have been cleared.)"

The minutes for the adjourned meeting of April 25 show that the Chief Counsel for the Commission recommended that condemnation proceedings be commenced to acquire the necessary right of way over lands of one Wilber T. Lewis in Polk county. It is then stated in the minutes:

> "He [Chief Counsel] also recommended that the award of the contract for the construction of bridge piers, for which a satisfactory bid was received at this letting, be deferred until this right of way matter has been settled, or at least until the condemnation papers have been filed. * * * The Commission also decided to hold up the award of the contract for construction of the bridge piers until the condemnation papers have been filed in court.
>
> "In this connection, Chairman Chandler reiterated that the Commission hereafter wants all right of way matters in connection with each construction project satisfactorily disposed of before that project is advertised for bids. * * *"

Cohn was present at the Commission meeting on April 24 when the bids were opened. The great difference between the bid of State Construction Company and that of the next low bidder, Lee Hoffman (a difference of $60,281.30), caused Cohn immediately to suspect that an error or mistake had crept into the bid he submitted on behalf of his company, although at the time he had no idea what the mistake consisted of nor how it occurred.

On April 26 Cohn went to Salem to see Mr. H. B. Glaisyer, clerk of the Highway Commission, after having talked with him over the long distance telephone. He also talked with Mr. Glen S. Paxson, Chief Bridge Engineer for the Highway Commission "in charge of all bridges, structures on the State Highway System, both design and construction."

Both Glaisyer and Paxson told him that his bid was pretty low. Cohn told them he would go back to Seattle and make an investigation in an endeavor to ascertain wherein the mistake had been made. In the meantime, Hart had gone to Eastern Washington where his company was engaged in construction work. As soon as Cohn reached Seattle he telephoned to Hart and had him return to the home office. Cohn and Hart then proceeded with their investigation. On April 28, they discovered the mistake made in Hart's work-sheet summary and the entire omission of the cost of the steel sheet piling in their estimates and bid.

Cohn immediately telephoned to R. H. Baldock, Chief Engineer for the Highway Commission, advising him of the error, and made an appointment to meet him in Salem on Tuesday, May 2. At the same time Cohn prepared the following letter addressed to the Oregon State Highway Commission:

> "April 28, 1950
>
> Oregon State Highway Commission
> Salem, Oregon   Attn. Mr. R. H. Baldock
> Gentlemen:
>
> "In conformance with our telephone conversation to Mr. R. H. Baldock of April 28, 1950, we request that our bid of April 24, 1950, submitted for the construction of piers for the Marion Street Bridge, Willamette River, Salem, Oregon, Salem-Dallas Highway,

> be withdrawn, unless someway could be found to increase our bid by $40,000.
>
> "After thorough checking, we found that we had omitted the price of the sheet piling, a sum of about $40,000, from our bid item--shoring and cribbing. Somehow, in the rush of preparing the bid, this amount was inadvertently omitted.
>
> "We are more than sorry that this happened. Unless some other way or arrangement could be made to increase our bid, as previously stated, we would appreciate it if you could see your way clear to return our bid bond to us.
>
> "Yours very truly,
> STATE CONSTRUCTION CO.
> A. H. Cohn."

On Tuesday, May 2, Cohn and Hart met Baldock in Salem and delivered the above letter to him. According to the testimony of Cohn, the following occurred at that meeting:

> "Q. Now, at that time did you have any discussion with Mr. Baldock? A. First thing we did with Mr. Baldock, we presented the letter, and then we talked it over with him. We said, 'is there any possibility of the State's furnishing us the sheet piling,' and we would carry the contract on just the way it was if they would furnish the sheet piling.
>
> "Q. That is, at the bid submitted? A. That is, as the bid, as submitted. That is correct.
>
> "Q. Did Mr. Baldock say anything with reference to that? A. He went into another room, and he talked with, I don't know, but he come out, and he said that if, if this was a private corporation that is the first thing they would do, but he said, 'when it is the State, we cannot do it.'
>
> "Q. Did you subsequently receive plans for the second bidding of the Marion Street job, Mr. Cohn? A. At the time we talked to Mr. Baldock we told him that we would not be able to submit the bid. We would not be able to carry, to accept the contract, and up to that time he had never told us definitely that we were to be awarded the contract.
>
> "Q. Did he tell you that day that you were to be awarded the contract? A. He told us, well, we said, 'if we throw this thing up -' he said, 'if we award the contract to you, will you definitely turn it down?' I says, 'yes, here is a letter to substantiate it'. He said, 'well, okay, I will put this thing through as soon as we can so then you can return, and I will wire you, and then you can return the contract to the office'. We said we would do that. Then we asked him if we turned

> this contract down we would be in a position to rebid the next time. He says, 'if they send a set of bid sheets', he says, 'you are in a position to bid the job again'."

Mr. Baldock was not called as a witness on the trial, and the foregoing testimony stands undisputed. It will be noted that at that time Mr. Baldock did not tell defendants that their bid was to be accepted and the contract awarded to them. In the light of other facts now to be mentioned, that is highly significant.

We advert now to the activities of Mr. Paxson after his discussion with the defendants heretofore referred to. On April 28, 1950 (the day Cohn telephoned to Baldock for an appointment), Paxson left by train for Washington, D. C. On Monday and Tuesday, May 1 and 2, Paxson conferred with the officials of the U. S. Bureau of Public Roads. The Bureau refused its approval of the plans and specifications for the piers upon which the bids opened on April 24 were based, and insisted upon a change as a condition of granting Federal aid. The changes demanded by the Bureau referred to the size of the footing and number of piling under the foundations of piers numbered 2, 3 and 4. On May 2, Paxson agreed with the Bureau that the necessary changes would be made in the plans and specifications as demanded. Paxson, on May 2, telephoned his offices in Salem and directed his subordinates to immediately proceed with the change in plans and specifications. (This was the day that Cohn and Hart were conferring with Mr. Baldock.)

Under date of May 5, 1950, the Bureau of Public Roads, Oregon District, addressed a letter to Mr. Baldock confirming the changes to be made in the plans and specifications as discussed in a telephone conversation between that office and Mr. Baldock of date May 3 and, as a part of that letter, stated:

> "Since our telephone conversation we are in receipt of additional information from our Washington office under date of May 2nd as follows:
>
> "'At a conference between Mr. Paxton and Bridge Branch engineers, the latter agreed to modify their recommendations contained in our memorandum of May 1 as follows:
>
> Pier 2 - Footings to be 12' x 12'
> Pier 3 - Footings to be 45' x 45'
> Pier 4 - Footings to be 18' x 21'
> Pier 5 - Footings as shown on plan.
>
> "Mr. Paxton states that these changes will require some modification of contractor's lump sum bid for cofferdams. If necessary the number of piles under Pier 4 will be increased'."

On May 5, and without any action by the Highway Commission itself except as shown in the minutes of its meetings of April 24 and 25, supra, Mr. Baldock wired the defendant Construction Company as follows:

> "Pursuant to authority given me by the State Highway Commission, I Goday [sic] award you contract for construction of Bridge pirs [sic] for proposed Marion Street Bridge in Salem at amount of your offer submitted to this commission on April 24, 1950, namely One Hundred Seventy-two Thousand Six Hundred and Ninety-Nine dollars. Contract and bond forms are being forwarded you today for execution. Please expedite return."

On the same day Mr. Baldock addressed a registered letter to the defendant Construction Company, confirming the above telegram, and forwarded contract and bond forms under separate cover.

On May 6, 1950, defendant Construction Company wired Baldock as follows:

> "Your telegram of 5/5/50 received stop As per our letter of April 28 1950 we are unable to accept award due to error in our bid."

By letter dated May 6, addressed to Mr. Baldock, the defendant confirmed the sending of its telegram, supra, and under date of May 8, wrote the Highway Commission as follows:

> "We are returning to you, by separate mail, contract and bond forms which you mailed to us for signature.
>
> "As per our telegram of May 6, 1950, we are returning these forms, unsigned. We are forced to return the contract because of an error in our bid.
>
> "We would appreciate it if you could see your way clear to return our bid bond to us."

When the plans and specifications had been changed to meet the demands of the Bureau of Public Roads, new bids were called for based upon the new plans and specifications. Forms for bidding were forwarded to the defendant State Construction Company, as to other bidders, together with the new plans and specifications. The bids were to be opened on May 26, 1950.

At the meeting of the Commission on May 25, according to its minutes, the following occurred:

> "Alfred H. Cohn, President of State Construction Company, Seattle, to whom the Commission awarded the contract for the construction of piers for the proposed Marion Street Bridge in Salem, appeared before the Commission in company with his attorney, Mr. E. C. Hart, regarding this project. Mr. Cohn recalled that their offer submitted at the previous meeting was $60,000 below the next low bidder. He said that a review of their calculations revealed a gross error and his company stands to lose considerable money if it undertakes to do the work at the price quoted, so they have decided not to accept the award, particularly in view of the fact that the State Highway Department would not consider a compromise arrangement. He asked the Commission to relieve the company of payment of the penalty under his bond, and to return the bond to them. Chairman Chandler advised that the Commission

> cannot, in good faith and fairness to other bidders, return the bid bond; moreover, it would not be in conformity with past policy of the Commission. *He expressed regret that the mistake was made* and pointed out that the delay in getting the work underway very likely will result in considerable extra expense to the state. The Highway Commission, he said, is not responsible for the mistake and has no alternative but to declare the company in default and to order recovery of the amount of the bond. He added that if the Commission took any other action it would jeopardize its future position in cases of similar nature. * * *" (Italics ours.)

It is significant that the Commission recognized that a mistake had been made by the defendant Construction Company, and that it did not question that it was an honest mistake. In fact, on the oral argument in this court plaintiff's counsel conceded that the good faith of defendants was in no way questioned.

On May 26, 1950, the bids, based upon the new plans and specifications, were opened and were as follows:

State Construction Company	$228,282.00
Lee Hoffman	246,570.00
General Construction Company	250,320.00

Although the State Construction Company was the lowest bidder and had entered its bid pursuant to the invitation of the Commission when it furnished defendant with the necessary proposal forms and plans and specifications, *its bid was rejected simply because of the difficulty arising in connection with the first bid.* The bid of Lee Hoffman, the next lowest bidder, was accepted, although the amount of his bid was $18,288 more than that of defendant.

The Bureau of Public Roads was dissatisfied with the award of the contract to the second low bidder and demanded that all bids be rejected and new bids be called for. The Commission refused to accede to this demand and, as a result, the Bureau withdrew all Federal aid to the project and the state paid the entire cost.

To complete our statement of the facts in this case, it is important to note that the bid of the defendant Construction Company was not an unbalanced bid. Mr. Paxson testified:

> "* * * I can say that that total bid on this project is lower than I had anticipated getting.
>
> "Q. Some $70,000 lower than you anticipated? A. That's right.
>
> "Q. Now, the question that I have is do you find any indication at all as an experienced engineer who has had a long experience in comparing bids for this very purpose, do you find any indication at all that this was an unbalanced bid on which the contractor bid purposely low on this item before he spread it out over one or more other items and made up for it or attempted to make up for it by an unbalanced bid? A. No, I don't think that there is any indication that he has unbalanced his other quantities.
>
> "Q. Sometimes that is done by higher bidding contractors sometimes using an unbalanced bid; do they not? A. That is occasionally done.
>
> "Q. But you find no evidence of it here at all, do you? A. No, I do not find any evidence of unbalance."

Plaintiff commenced its action to recover on the bid bond of the defendant Construction Company, the amount demanded being five per cent of the amount bid. In their answer setting forth their equitable defense, defendants prayed for a decree canceling the bid and bid bond, relieving the Construction Company from all liability under its bid and bid bond, and dismissing plaintiff's complaint and cause of action. By its decree the trial court awarded the relief prayed for by defendants.

As a part of his findings of fact, the able trial judge found:

> "XIII. That the defendant, STATE CONSTRUCTION COMPANY, made an honest mistake in a basic and material figure in its bid and same was free from culpable negligence on the part of the defendant, STATE CONSTRUCTION COMPANY; that said mistake was apparent on the face of the bid of the defendant, STATE CONSTRUCTION COMPANY, when compared with the bids of the other bidders and with the estimate of the engineer of the STATE HIGHWAY COMMISSION, the plaintiff herein, for the estimated cost of said project; and that there was no meeting of the minds between the defendant, STATE CONSTRUCTION COMPANY, and the plaintiff; that the plaintiff was aware of the mistake which was made by the defendant, STATE CONSTRUCTION COMPANY, prior to its award of the contract, and that the plaintiff had been notified, both orally and in writing, of the mistake.
>
> "XIV. That the plaintiff had not changed its status quo from the opening of the bids and the plaintiff has not suffered any damage by reason of the mistake of the STATE CONSTRUCTION COMPANY in no [sic] including the sheet piling cost in its bid.
>
> "XV. That the defendant, STATE CONSTRUCTION COMPANY, acted promptly in notifying the plaintiff of its mistake."

The record amply supports these Findings of Fact.

Defendants contend that when the plaintiff made a change in the plans and specifications and called for new bids, it abandoned all proceedings in connection with the first bids, and that, inasmuch as defendant Construction Company's bid had not been accepted at the time the change in plans and specifications was agreed upon, its bid was without further force or effect. Plaintiff maintains that it could have entered into the contract with defendants based upon the original plans and specifications and have accomplished all the purposes of the new plans and specifications under the following standard provision of all its contracts:

> "The right is reserved by the State, without impairing this contract, to make such increase or decrease

> in the quantities of the work as may be considered necessary to complete fully and satisfactorily the structures included in this contract. The compensation to the contractor for such increases or decreases shall be adjusted as provided elsewhere herein."

We are of the opinion that this provision is applicable only when and after a contract has been entered into and does not contemplate any change in plans and specifications upon which bids were submitted prior to formal execution of a contract. In other words, authority is not given to the Commission to call for bids upon one set of plans and specifications and then force the bidder to accept a contract based upon other or different plans and specifications.

However, it is unnecessary for us to further discuss this phase of the case in this opinion.

Under the facts and circumstances of this case, defendants were clearly entitled to relief from the mistake made in the bid. The facts in this case bring it squarely within the rules established in this state by Rushlight Automatic Sprinkler Co. v. City of Portland, 189 Or 194, 219 P2d 732.

The governing rule is well stated in 1 Story's Equity Jurisprudence, 12th ed, 135, § 138 (i), as follows:

> "But where the mistake is of so fundamental a character, that the minds of the parties have never, in fact, met; or where an unconsctonable advantage has been gained, by mere mistake or misapprehension; and there was no gross negligence on the part of the plaintiff, either in falling into the error, or in not sooner claiming redress; and no intervening rights have accrued; and the parties may still be placed in statu quo; equity will interfere, in its discretion, in order to prevent intolerable injustice. This is the clearly defined and well established rule upon the

> subject, in courts of equity, both in England and America." (First italics ours.)

See also Moffett, Hodgkins & Co. v. Rochester, 178 US 373, 44 L ed 1108, 20 S Ct 957; Hearne v. Marine Ins. Co., 20 Wall. 488, 22 L ed 395; St. Nicholas Church v. Kropp, 135 Minn 115, 160 NW 500; Singer v. Grand Rapids Match Co., 117 Ga 86, 43 SE 755; Union & People's Natl. Bank v. Anderson-Campbell Co., 256 Mich 674, 240 NW 19, 80 ALR 584; Kutsche v. Ford, 222 Mich 442, 192 NW 714; Donaldson, et al., v. Abraham, et al., 68 Wash 208, 122 P 1003; Geremia v. Boyarsky, 107 Conn 387, 140 A 749; Board of School Com'rs of City of Indianapolis v. Bender, 36 Ind App 164, 72 NE 154; Hurst v. Natl. Bond & Inv. Co., 96 Fla 148, 117 So 792, 59 ALR 807; 3 McQuillin Mun. Corp., 2d ed, pp 1224, 1247; Note in 59 ALR commencing at p 809; Note in 80 ALR commencing at p 586.

It is well established that the gain to be derived by a forfeiture of the money represented by the bid bond, or by having to accept a higher bid, is not such a loss or injury as forms ground for denying equitable relief. In Donaldson et al. v. Abraham, et al., supra, the Washington court said:

> "The appellants in the case before us fall within the rule. By mistake and inadvertence, they put in a bid for a piece of work for a sum much less than they intended to bid for it, and for a sum much less than that for which the work could be performed without loss. The mistake was not due to their willful neglect; nor will the granting relief from the mistake cause the other persons interested any serious loss, other than they will be deprived of the gain to be derived from a forfeiture of the check. But this latter is not a loss or injury, within the meaning of the rule, and is not a ground for denying relief."

In St. Nicholas Church v. Kropp, supra, the court said:

> "In the instant case it may be thought that the school district cannot be said to be placed in statu quo when it is considered that the building cost nearly $6,000 more than plaintiff's bid. To place in statu quo does not mean that one shall profit out of the mistake of another. * * * To compel plaintiff to forfeit his deposit, because of his mistake, would permit the school district to lessen the proper cost of the school building at the expense of the plaintiff, and that, in equity, is no reason at all for refusing plaintiff relief."

In the instant case the defendant Construction Company made a serious and substantial mistake in its bid; it was an honest mistake, and not one that was intentional nor one due to gross negligence or willful neglect; immediately upon discovering the error, defendant advised plaintiff thereof and sought to withdraw its bid. The bid had not then been accepted nor had the other bids been rejected. Plaintiff had in nowise changed its position because of the mistake. In everything it did defendant acted in good faith. It is manifest that it never intended to submit a bid without including therein the cost of the necessary steel sheet piling. When plaintiff assumed to accept the bid no meeting of the minds occurred. Particularly apropos to the situation present in this case is the language employed by Mr. Justice Rossman in the Rushlight case, supra, p 245 of 189 Or, as follows:

> "When the City officials [State Highway Commission] opened the plaintiff's [defendant's] bid they surmised [it must have surmised] that it was too good to be true. When they [it] went through the form of accepting it, they [it] knew that the paper in their [its] hands did not represent the plaintiffs [defendant's] intent. They [it] had no occasion to doubt the truth, which was apparent, that the paper, although it bore the plaintiff's [defendant's] signature, was not in fact the plaintiff's [defendant's] offer.

When they [it] adopted their resolution [assumed to accept the bid], no meeting of minds occurred. At that time the City [Highway Commission] had not changed its status quo and had suffered no damage whatever. To be denied the privilege of taking advantage of another's mistake is not to suffer damage. The proposal of the Atkinson Company [Lee Hoffman], second low, was still available, and in fact was shortly accepted.

"* * * * * *

"It is our belief that although the plaintiff [defendant] alone made the mistake, the City [State Highway Commission] was aware of it. When it accepted plaintiff's [defendant's] bid, with knowledge of the mistake, it sought to take an unconscionable advantage of an inadvertent error. Equity is always prepared to grant relief from such situations."

The decree is affirmed with costs to defendants.

2-k

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STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
W. C. WILLIAMS
1ST ASST. STATE HWY. ENGR.
W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

February 18, 1954

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland 5, Oregon

Re: Marion Street Bridge
Change of Grade Claims

Gentlemen:

The Marion Street Bridge in Salem was completed and accepted by the Commission on August 6, 1953. Under the provisions of ORS § 373.040 property owners affected by a grade change are required to institute an action within six months from the date of completion of the grade change and acceptance thereof by the Highway Commission, if they desire to press a claim for damages. This six-months period expired on February 6, 1954. Prior to February 6, 1954, the following actions were instituted against the State for the collection of damages resulting from alleged change of grade caused by the construction of the Marion Street Bridge:

Lebold v. State	Amount of claim $10,000.00
Weaver v. State	18,000.00
Reamey v. State	25,000.00
Klorfein v. State	30,000.00
McGilchrist v. State	10,000.00
Jones v. State	15,000.00
Corbett v. State	15,000.00
Truck Sales and Service, Inc.	30,000.00

The total amount of these claims is $153,000.00. In addition to the above claims in which legal proceedings have been instituted, a claim was submitted by the Douglas McKay Company. Negotiations have resulted in a settlement of this claim in the amount of $2,500.00. This settlement was approved by the Commission at a special meeting held by telephone on February 5, 1954.

I am enclosing herewith a print showing the Marion Street Bridge, together with the properties abutting thereon which are affected by the grade change. The title of the suit, the amount of the claim, and the name of plaintiffs' attorneys are shown on each parcel of property. You will note that the owners of all parcels affected have instituted action with the exception of A. J. and Mary Spong. These owners have presented no claim, and inasmuch as the statute of limitations has expired, will not now be able to institute an action.

At the present time we are conducting extensive research on the subject of whether the Marion Street Bridge constitutes a change of grade, although all of the law which we have found up until the present time indicates that there has been a change of grade. We are also exhaustively researching the question of what elements of damage will be compensable in the event the court holds this to be a change of grade and the plaintiffs to be entitled to damages. We intend to select one of the cases having facts most favorable to the Highway Commission and press the same to issue and to trial during the early part of March. By following this course of action we hope to solve many of the difficult questions involved so that future action may be governed accordingly.

Yours very truly,

C. W. ENFIELD
Chief Counsel

RLM:avh
cc - R. H. Baldock
H. B. Glaisyer
Leonard Lindas

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Baldock

Paxson

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PORTLAND

OREGON
STATE HIGHWAY DEPARTMENT
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
C. W. ENFIELD
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

August 29, 1952

Mr. Ben R. Chandler, Chairman
Oregon State Highway Commission
P. O. Box 809
Coos Bay, Oregon

Mr. Charles H. Reynolds, Member
Oregon State Highway Commission
P. O. Box 898
La Grande, Oregon

Mr. M. K. McIver, Member
Oregon State Highway Commission
225 S. W. Broadway
Portland, Oregon

Re: State Highway Commission
v.
State Construction Company

Gentlemen:

We have this date received a letter from Judge Martin W. Hawkins, wherein he advises of his conclusion in the above-entitled case, a copy of which letter is enclosed herewith for your information.

The Court found that an honest mistake was made in a basic and material figure in the bid, and that the Highway Commission was aware of this mistake prior to its award of the contract, and that it had been notified, both orally and in writing, of the mistake, and that the State had not changed its status quo and had not suffered any damage. Although the Court does not say so, to make this finding it nevertheless must have arrived at the determination that the contract was not awarded by the Commission at the time of the Commission meeting, the minutes of which state that the matter was referred to the Engineer with power to award, thus giving rise to the finding that the State had been notified of the mistake prior to making an award.

The Court could well have based this determination upon any one of several of the collateral issues set forth in the briefs previously supplied you; however, the Court elected to make a determination on the merits, and stated that the Court can see no difference in principle in this case and the Rushlight case, concluding with certain quotations from the Rushlight case to the effect that an offer and acceptance are deemed to effect a meeting of the minds, even though the offerer made a material mistake, if the acceptor was not aware of the mistake and had no reason to suspect it, but if the offeror knew of the mistake, and if it was basic, or if the circumstances were such that he, as a reasonable man, should have inferred that a basic mistake was made, a meeting of the minds does not occur.

Thus, in the instant case, the Court has held that the offerer made an honest mistake that was basic, and that the State had knowledge of the mistake prior to the awarding of the contract, and that, therefore, there was no meeting of the minds and no contractual obligations arose.

As soon as the Court has approved and entered the necessary findings and decree, and after we have had an opportunity to analyse the same, I shall report to you further regarding this matter with any pertinent recommendations with respect to an appeal and possible procedural remedies that we might invoke to prevent a reoccurrence of similar situations.

Yours very truly,

C. W. ENFIELD
Chief Counsel

CWE:avh
cc - R. H. Baldock
G. S. Paxson
Fred A. Miller
Charles Peterson

CIRCUIT COURT OF OREGON
Fourth Judicial District
Department No. 1
Portland, Oregon

Martin W. Hawkins
Judge

August 28, 1952.

C. W. Enfield, Chief Counsel,
State Highway Commission,
State Highway Building,
Salem, Oregon

Attention: Mr. Charles Peterson

Elliott, Lee & Thomas,
Dexter Horton Building,
Seattle 4, Washington.

L. A. Recken,
Attorney at law,
Public Service Building,
Portland, Oregon.

Re: State of Oregon by and through its
State Highway Commission, etc., Plaintiff,
-vs- State Construction Co., a corporation,
et al, Defendants. - No. 199-004

Gentlemen:

In this case plaintiff brings action against defendants, seeking to recover the sum of $8,634.95 for failure on the part of defendant State Construction Co. to execute a contract for the construction of five piers for the proposed Marion Street Bridge to be erected in Salem, Oregon. Defendant Continental Casualty Company executed a bond on this project accompanying the bid of State Construction Company. The amount sought to be recovered constitutes five percent of the bid submitted by defendant State Construction Company.

In their Answer defendants set up a defense that through inadvertence a mistake was made in the figures making up the bid for the job in that defendant State Construction Company made a mistake in its bid by erroneously omitting from its bid the sum of $40,000, being the cost of sheet piling and cost of handling the same in delivery to the location of the project. The Answer further alleges that prior to the awarding of the contract the mistake was discovered, and the Highway Commission was notified orally and in writing of the mistake, and permission was requested by defendant State Construction Company to correct the mistake or to withdraw the bid; that this was refused, and thereafter the State Highway Commission attempted to award the contract to the State Construction Company.

The Court can see no difference in principle between this case and the Rushlight case decided by our Supreme Court June, 1950. (Rushlight Automatic Sprinkler Co. vs. City of Portland, et al, 189 Oregon 194) Here as there the alleged mistake involved the failure to include in the bid the cost of steel to be used in the project. It will also be noted that the mistake was called to the attention of the City in the Rushlight case and to the attention of the Highway Commission in the present case before action was taken to award the contract.

In the present case the evidence showed that due to the haste and the pressure under which the estimator worked in order to get the bid in on time he neglected to include the cost of the steel and the cost of handling. Immediately after the opening of the bids (April 24, 1950) Mr. Cohn, President and General Manager of State Construction Company, due to the fact that its bid was $60,000 lower than the next lowest bid, became apprehensive and sensed that something was wrong and told the Secretary of the Commission, Mr. Glaisyer, that he wanted to check the figures making up the bid. Upon checking, the oversight was discovered, and Mr. Cohn phoned Mr. Baldock, Highway Engineer for the Highway Commission, on date of April 28, 1950, and notified him of the error and requested a conference. This conference was held on May 2 at which time Cohn also delivered a letter from State Construction Company dated April 28, 1950, notifying the Highway Commission of the error. On May 5, 1950, the Highway Engineer, by wire, notified State Construction Company that it had been awarded the contract and on the same date mailed the contract for execution. The contract was refused and returned. This refusal resulted in the present action being brought.

The Court finds that an honest mistake was made in a basic and material figure in the bid and that the Highway Commission was aware of this mistake prior to its award of the contract in that it had been notified both orally and in writing of the mistake. The Court further finds that the plaintiff had not changed its status quo and had not suffered any damage.

The language of the Rushlight case covers this situation and, in the Court's opinion, concludes this case. On Page 244 of the opinion we find this language:

"We believe that in this State an offer and an acceptance are deemed to effect a meeting of the minds, even though the offeror made a material mistake in compiling his offer, provided the acceptor was not aware of the mistake and had no reason to suspect it. But if the offeree knew of the mistake, and if it was basic, or if the circumstances were such that he, as a reasonable man, should have inferred that a basic mistake was made, a meeting of the minds does not occur."

The Court has come to the conclusion that defendant State Construction Company should be relieved of its obligation under its bid and that the Continental Casualty Company should be discharged of liability by virtue of its bond. Counsel will prepare the necessary Findings and Decree.

Very truly yours,

(Sgd.) Martin W. Hawkins
Judge.

MWH:g

FORM E-126 50M REVISED 2-52

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W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

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Aug. 6, 1952

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

Re: State of Oregon v.
State Construction Co.
Case No. 199004

In accordance with our conversation of Tuesday, August 5, I am glad to attach hereto, in the State Construction matter, a photostatic copy of defendants' Brief together with a copy of our Answering Brief. Also, for your further assistance, is a copy of letter to members of the State Highway Commission on the same matter.

With kindest personal regards, I am

Respectfully yours,

C. W. ENFIELD
Chief Counsel

By Charlie
CHARLES PETERSON
Assistant Attorney

CP:FRC

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W. W. STIFFLER
2ND ASST. STATE HWY. ENGR.
C. W. ENFIELD
CHIEF COUNSEL

Aug. 6, 1952

Mr. Ben R. Chandler, Chairman
State Highway Commission
P.O. Box 809
Coos Bay, Oregon

Mr. Chas. H. Reynolds
State Highway Commissioner
P.O. Box 898
LaGrande, Oregon

Mr. M. K. McIver
State Highway Commissioner
225 S.W. Broadway
Portland 5, Oregon

Gentlemen:

Re: State of Oregon v. State
Construction Co.
Case No. 199004

Trial of the State Construction Co. bid bond matter was had before Judge Hawkins in Portland during the last week of May.

Judge Hawkins ruled we had made out a prima facie case, and requested submission of briefs, first, by the defendants, and answering brief by the plaintiff. We are glad to enclose herewith, a photostatic copy of defendants' brief together with typewritten copies of our answering brief.

State Construction is banking heavily on the Rushlight case, which sets up for Oregon the rules of law under which a bidder can successfully withdraw his bid without fear of penalty. You will recall that in the Rushlight case, the bidder omitted an item of steel from its computations. Before award, the City of Portland was notified and permission for withdrawal requested. City later awarded to Rushlight, which refused to proceed, and thereupon City awarded to next lowest bidder.

It would be problem enough to overcome the Rushlight case if we had only to cope with the same set of facts, but our case has been complicated by the addition of facts that could severely test our right to a decision on grounds outside the rules of the Rushlight case and not connected with the principles of bid bond procedures as such.

A study of the sequence of events will demonstrate:

April 24, 1950. Bids were opened -- Commission deferred award until the following day.

April 24, 1950. Bids referred to Mr. Baldock, State Highway Engineer, with power to award to the low bidder, State Construction Co.

April 28, 1950. Letter from State Construction Co., notifying of error of omission of steel piling in amount of $40,000, and requesting return of bid bond.

May 2 - 5, 1950. Mr. Paxson, Engineer, in Washington D.C., working out changes in footings of some of piers with Bureau of Public Roads Engineers.

May 5, 1950. Letter of Mr. Baldock, State Highway Engineer, that by virtue of the power vested in him by the Commission, he was awarding contract to State Construction Co.

May 8, 1950. Letter of State Construction Co. to Highway Commission refusing to honor bid bond agreement or go ahead with construction, and demand of return of bid bond.

May 11, 1950. First publication of new contract proposals which incorporated the changes agreed upon by Mr. Paxson and Engineers of the Bureau of Public Roads between the dates of May 2 and 5, 1950.

May 25, 1950. At regularly scheduled Commission meeting, Mr. Baldock, State Highway Engineer, reported that pursuant to authority previously granted, he had awarded contract to State Construction Co., and the Commission unanimously approved the award.

Thus, before we can get to the place where the case can be tried out under the rules laid down by the Rushlight decision, weaknesses brought up by the foregoing facts must be disposed of. A study of the brief of the State Construction Co. will disclose how quickly they make the most of our vulnerable spots. For example, they claim the Commission had no legal authority to delegate the power to award contracts; that the action of the State Highway Engineer on May 5 making the award was therefore a nullity; and as a corollary, if the State Highway Engineer had no legal authority to award a contract, ratification by the Commission of an attempt to do so was likewise a nullity. Therefore, no award was ever actually made under the first proposals, and of course, no award to the State Construction Co., with the result that no contractual relationship resulted, and the State of Oregon could at no time legally enforce forfeiture under the bid bond agreement.

As a second [illegible] (out), defendants assert an abandonment by us of the first contract, or, to put it another way, a nullification by us of the first proposal. This sophistry is accomplished by their view of the facts which are, of course, as follows: First, that on April 18, 1950, before they were notified of any award, the defendant did, in writing, notify us of a claimed error and requested return of his bid bond; second, that prior to May 5, 1950, and the attempted award, we were in fact negotiating with the Bureau of Public Roads looking toward a change of the original plans, and had in fact, prior to May 5, determined on changes to be made in certain pier footing plans.

With these true facts as a background, defendants used the argument that we had abandoned the first proposal before the May 5 attempted award, and that even if no error had occurred in the making up and the submission of its original bid, we, by changing the plans, nullified their bid, and could not require it to enter into the original contract.

We did not award to the next lowest bidder on the first proposal, but readvertised a new and different proposal. Somehow in the scheme of things, State Construction Co. was sent proposals for the second letting. Their bid for the second letting was by us accepted and filed. At the opening of bids for the second letting on May 25, 1950, State Construction Co., although the low bidder on the revised plans, was not awarded the contract.

While we, in our brief, have dubbed these matters as extraneous and side issues, they do nevertheless add "[illegible]" in favor of defendants of a significantly cogent nature. It is entirely conceivable that the Court could base his decision on either or both of the foregoing contentions; however, you will note that our brief first attacks these "outside" matters, and it is felt, one by one disposes of them, after which our brief takes up the real issue of this case — Has State Construction Co. placed itself within the [illegible] rules of the Rushlight case?

We feel that our analysis of the evidence demonstrates conclusively that State Construction Co. should not have the decision. Whether or not the Trial Judge will see it that way, is of course anybody's guess.

Should the Court decide against us on one or more of the "outside" matters and thus avoid a decision based on the merits under the Rushlight ruling, that is one thing. On the other hand, should the Court ignore State Construction arguments of "illegality", "abandonment" and "nullification" and apply the rules of the Rushlight case and still rule against us, such result, we feel, and have so argued, will expand the already broad rules of the Rushlight case, and will have made it even more simple and easy for bid bond agreements to be ignored with impunity.

When this matter was turned over to the writer a few months ago, it was noted that the files of the case disclosed on the part of Commission members, as well as Mr. Baldock, State Highway Engineer, the sense of the importance of bid bond procedures generally, and particularly what will be the effect on bid bond procedures generally if State Construction Co. can so easily renege without penalty.

You will note from our brief that the case was tried from our standpoint, primarily on this premise: It is the thought of the writer that a reasonably good case was presented, and we look forward with interest to the ruling of the Trial Court.

We will keep you advised.

With kindest personal regards, I am

Respectfully yours,

C. W. ENFIELD
Chief Counsel
By Charlie Peterson
CHARLES PETERSON
Assistant Attorney

CP:FRC

cc- Mr. R. H. Baldock

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Ben R. Chandler, Charles H. Reynolds, and M. W. McIver,)

Plaintiff,) No. 199004

-vs-)

STATE CONSTRUCTION COMPANY, a corporation, and CONTINENTAL CASUALTY COMPANY, a corporation,) **DEFENDANTS' BRIEF.**

Defendants.)

* * * * * *

I.

Defendants Rely Upon an Ancient Universal and Currently Recognized Doctrine of Equity.

The defendant contractor is not seeking to reform, but to cancel an offer to enter into a contract.

> "Mutual consent is requisite to the creation of the contract, and it becomes binding when a proposition is made on one side and accepted on the other; and, on the other hand, it is no contract if there be an error or mistake of fact, or in circumstance, going to the essence of it. This is a clear principle of universal justice.
> 2 Kent, Com. Section 477.

> "But where the mistake is of so fundamental a character that the minds of the parties have never in fact met, or where an unconscionable advantage has been gained by mere mistake or misapprehension, and there was no gross negligence on the part of the plaintiff, either in falling into the error or in not sooner making redress, and no intervening rights have accrued, and the parties may still be placed in statu quo, equity will interfere, in its discretion, in order to prevent intolerable injustice."

> "The complainant is not endeavoring 'to withdraw or cancel' a bid or bond. The bill proceeds upon the theory that the bid upon which the defendants acted was not the complainant's bid; that the complainant was no more responsible for it than if it had been the result of agraphia or the mistake of a copyist or printer. In other words, that the proposal read at the meeting of the board was one which the complainant never intended to make, and that the minds of the parties never met upon a contract based thereon. * * * "
> Moffett, Hodgkins & Co. vs. City of Rochester, 178 U.S. 373, 44 L. Ed. 1108, 20 S. Ct. 957.

II.

The Essential Facts Are Virtually Undisputed.

It is not questioned that the successful bidder would have to furnish steel sheet piling as a necessary item in performing Unit I. Shoring, cribbing, etc.

This proposition is sustained by the testimony of Bridge Engineer Paxson for the plaintiff.

It further appears without dispute that, in preparing its bid, State Construction Co. (hereinafter referred to as "State") figured on having to furnish 152 pieces of 50 foot steel sheet piling and 144 pieces of 25 foot steel sheet piling. It further appears that State secured a quotation from Bethlehem Steel of "$6.07 per lineal foot" for this piling. This is corroborated by the plaintiff's witness Beattie, who testified that the basic lineal foot price was $4.20 at Lackawana; that for S. P. Piling, it was necessary to add $9.00 per ton to the basic price; that the freight charge from Lackawana to Salem was $1.7201 per hundredweight, [illegible] escalator clause permitting Bethlehem to add to the price any market advance before delivery.

Furthermore, it is not disputed that State inadvertently made an error in failing to extend its computation on 152 pieces of 50 foot and 144 pieces of 25 foot piling at $.07 per pound. This constituted an error of omission amounting to $34,000.00, including the cost of handling, plus allowance for overhead and profit.

While plaintiff denies, in its reply, that a mistake or omission was made (see reply paragraph II, page 1 and paragraph VI, page 2) yet it offered no evidence disproving the mistake and omission. In addition, however, plaintiff's evidence affirmatively shows that the Chairman of the Highway Commission, at the meeting of the Commission held on May 25, 1950, stated that the Commission realized that a mistake had been made; that it regretted the mistake, but had no power to do anything about it. (Exhibits 3 and 7).

III.

The Mistake Was Honest and Made in Good Faith.

Although the plaintiff questions the contractor's judgment in making its bid on Unit I, it does not attack its honesty. Mr. Paxson frankly admits that steel sheet piling was an essential element in bidding on Unit I. He testified that, in making his estimate for the benefit of the Highway Commission, he estimated the steel sheet piling at $22,000.00. Mr. Hoffman, representing the next lowest bidder, estimated the cost of the steel sheet piling at $16,902.77.

Any difference in these estimates, as compared with that of State, is merely as to detail or difference in judgment, but does not constitute bad faith or wrong intention.

Counsel for plaintiff, Peterson, did argue that State's witnesses Hart and Cohn were incompetent and that any mistake made was neither material nor basic. We do not agree with Mr.

Peterson. We believe that the testimony of Mr. Hart and Mr. Cohn, and their demeanor on the witness stand, compares most favorably with that of Mr. Hoffman. In fact, we are impressed as we believe the Chairman of the State Highway Commission was convinced that Hart and Cohn had acted in good faith and that they had unintentionally made a serious error. That the mistake was basic and material is admitted by the testimony of Mr. Paxson, the State Bridge Engineer. He testified that the building of coffer dam was a necessity for at least three of the piers and possibly four; that steel sheet piling was a necessary factor in constructing coffer dam. From the testimony, it is equally obvious that there could be reasonable ground for discretion in whether to figure on building four coffer dams concurrently or if Hoffman figured on building two first and then after they were finished building the other two.

One of the practical considerations entering into that condition or exercise of judgment was which would be the safest and most economical; whether to figure on performing the work in two and one half months, as State figured, by building four coffer dams concurrently or taking a longer period of time and building two and then pulling the steel piling to use the same in building two more coffer dams successively. Obviously, to elect the first method would be to shorten the period of the work and danger of running into delay and add costs by risking high water and fall and winter weather.

On the other hand, State might well have founded its judgment and decision upon limiting its total costs by a shorter period of work to be performed in the summer and early fall season and thus avoid the risk of high water and increase costs and delay by later fall and winter work in completion.

Mr. Paxson admitted that the plaintiff does not undertake to control the contractor as to methods. That is a matter left to the judgment and discretion of the contractor. The contractor is only held for results. Consequently, the contractor will have a certain leeway and discretion in bidding consonant with the methods and schedule of work to be followed.

The good faith of the defendant contractor is not only attested, but certified by the fact that when new bids were called for under new plans (exhibit 15 and exhibit 19) State submitted a bid for the sum of $228,282.00 (this bid being an increase over its original bid of $172,699.00 on the original plans and specifications and being sufficient to include the omitted item of steel sheet piling and the increased costs to result from the change of plans by reason of which the form and dimension of four of the piers were changed in the new plans upon which the second bids were called for).

It will be noticed that Lee and Hoffman bid $246,570.00 and General Construction Company, the third bidder, submitted a figure of $251,170.00 on this second bidding. For some reason not fully disclosed, the State Highway Department ignored State's bid of $228,282.00 and accepted Lee and Hoffman's bid of $246,570.00. In this connection, it should be noted that State's second bid was approximately $18,000.00 below the State Bridge Engineer's estimate under the second call for bids based on new plans and specifications.

The plaintiff only suggests that State's second bid was rejected because it was not considered a "responsible" bidder. It is significant that at the very moment it rejected State's bid on such a flimsy pretext, it was insisting that State should accept a contract based upon its first bid and that the plaintiff went so far as to tender State a contract and performance bond, evidently with one side of its mind the State was regarding State as a responsible bidder and with the other side of its mind, was considering State an irresponsible bidder.

State's good faith is further attested by the fact that as soon as the error in the missing item of steel sheet piling was discovered, Mr. Cohn, speaking for State, offered to perform the contract on the figure bid provided the plaintiff would furnish, at its own cost, the steel sheet piling omitted. The plaintiff ignored this suggestion and then after it had been officially informed by letter dated April 28, 1950, (exhibit 13) delivered to Mr. Baldock, State Engineer, in person on May 2 or 3 (the exhibit bears the stamped date of May 3, 1950) the Court will notice that this appears to be the stamp that is affixed to several other instruments (exhibits in the case).

The Court will also bear in mind that the contents of this letter were revealed to Mr. Baldock over long distance telephone under date of April 28, 1950 prior to Mr. Cohn making the trip to Oregon and leaving it with Mr. Baldock on his return from Ocean Park. It will be noted that Mr. Baldock did not testify in the case, his absence was not explained, he was undoubtedly available, his absence and silence are very significant, it cannot be doubted that if he could he would have been present to contradict Mr. Cohn and Mr. Hart.

It is further inconceivable that, in spite of having all of this information, none of which is now questioned seriously, and having been advised by Mr. Paxson over long distance telephone from Washington, somewhere around May 2, or 3, that the plaintiff was even then at work changing its plans and specifications to correspond with the changes required by Washington and officially transmitted to the plaintiff by letter from the Portland District Office (see exhibit 21) xxxx the plaintiff would go ahead and undertake to force State to sign a contract and a performance bond covering plans and specifications were in process of being changed while at the same time it was contemplating that it would offer the contract under the new plans and specifications which it was required to do by the policy and express directions of the Federal State Aid Agency.

We close this division of our brief by suggesting that the evidence xxx clearly substantiates good faith upon the part of State and, to say the least, does not reflect creditably upon the plaintiff.

IV.

Plaintiff Was Chargeable With Notice of the Mistake.

On direct examination of Mr. Paxson, plaintiff's counsel apparently attempted to develop the proposition that the plaintiff was not aware that any mistake had been made. However, when the cross-examination of Mr. Paxson was completed, it seems to us that it was most evident that he, as the Bridge Engineer, Mr. Baldock the Highway Engineer, as well as the members of the Commission, realized from the moment the bids were opened and read that an error had been made.

The Court will quite well remember that when Mr. Paxson was faced with the details of his estimate on each unit bid price and had a chance to lay them down and compare them with the details of all of the five bidders, including State, there was a remarkable similarity and consistency in every detail of the bidding except as to the bid of State on Unit I and as to the State's total bid covering all bid items. Even a lawyer -- who is but a layman in the field of engineering -- can see at once that the State's bid on Unit I was "out of line."

The plaintiff's own tabulation, prepared and submitted to the Commission in evidence as exhibit 10 shows that State's total bid was $172,699.00, whereas the next lowest bidxxx was

$232,980.00 and the Engineer's ~~XXXXXXX~~ own estimate was $240,030.00.

Further comparison shows that, on Unit I, State bid $34,000.00 as against Hoffman's (next lowest bidder) $99,900.00 and the Highway Engineer's $82,000.00. Likewise, it showed comparatively slight variations in all other bid items of any of the bidders.

In other words, State's bid was $59,221.00 less than Hoffman's next lowest bidder, and $67,331.00 less than the Highway Engineer's estimate.

The tabulation further demonstrates the obvious and inescapable conclusion that State's bid was out of line because of just one item to-wit: Unit I.

It cannot be doubted for one moment that when Mr. Paxson and Mr. Baldock and the Chairman of the Highway Commission compared the engineer's estimate of $82,000.00 with the figure submitted by State on Unit I to-wit: $34,000.00 and realized that State was $58,000.00 under the engineer's estimate, they anticipated, as the Chairman later stated, on May 25, 1950, (exhibits 3 and 7) that a "mistake" had been made.

- Mr. Paxson testified on cross-examination that it was apparent that, if the plaintiff could award the contract on the basis of State's bid of $172,699.00, the plaintiff would be making "a good bargain."

Equity does not require that the plaintiff have actual knowledge that the item of steel sheet piling had been erroneously omitted. On the contrary, it is enough that the plaintiff must be put upon notice of circumstances, from which as reasonable men, they should have inferred that a mistake had been made.

> "We believe that in this State an offer and an acceptance are deemed to effect a meeting of the minds, even though the offeror made a material mistake in compiling his offer, provided the acceptor was not aware of the mistake and had no reason to suspect it. But if the offeree knew of the mistake, and

> if it was basic, or if the circumstances were such that he, as a reasonable man, should have inferred that a basic mistake was made, a meeting of the minds does not occur. The circumstances which should arouse the suspicions of a fair-minded offeree are many, as stated in Section 94 of Williston on Contracts, Rev. Ed."
>
> > "' * * * And the same principle is applicable in any case where the oferee should know that the terms of the offer are unintended or misunderstood by the offeror. The offeree will not be permitted to snap up an offer that is too good to be true; no contract based on such an offer can then be enforced by the acceptor."'
> >
> > Rushlight Auto. Spr. Co. vs. Portland, 189 Oregon 184, 232.

Remembering that the plaintiff did not attempt to award the contract until May 5, 1950, (see exhibits 4 and 5) and then only the Highway Engineer took action on his own and the Commission took no action until May 25, when it undertook to ratify the unwarranted action of the Highway Engineer -- we say bearing this in mind -- as we have already pointed out above, both orally and by letter, the Highway Engineer and the Commission had been informed of the error committed and notified that State was withdrawing its bid.

Therefore, when the Highway Engineer undertook to act on May 5, 1950, he was fully aware of the mistake and was chargeable in equity with knowing that to force State to take the contract and provide a performance upon would be unconscionable.

V.

The Plaintiff Could Not Legally Forfeit the Bid Bond.

It has been invariably held by the Courts of Equity that where the bidder has made an honest mistake, involving a material matter, in figuring his bid and ~~XXXXXX~~ brings the matter to the attention of the one advertising for bids before the contract has been awarded.

The public body cannot complain if it has other bids from which it can select the lowest responsible bidder without readvertisement. This was the holding specifically in the U. S. Supreme Court of Moffett, Hodgkins & Clarke Co. vs. Rochester, 178 U. S. 373, 20 Sup. Ct. 957. There it was held on a mistake made in bidding, almost exactly identical with the mistake made in the instant case, and where there were numerous bidders, that equity should grant relief by cancelling the bid because the City of Rochester could, without readvertisement, accept the next lowest bidder, which was done in this case.

The Supreme Court of Wisconsin held as follows:

> "We are of the opinion that when a bidder who has made a mistake in his computations or mistakingly omitted items from consideration in making his estimates in good faith asks to withdraw his bid for correction before the bids are opened, he is entitled to withdraw it; and that if in such case the municipality refuses to allow him to withdraw it, he is entitled to recover his deposit. It may be that such a rule will allow dishonest bidders to claim mistake when there is none in fact, and it will require a readvertisement where there is only one bid, if the bidder does not file a corrected bid. But the City is in no worse position than it would be had no bid been filed at all, and here there were other bids so readvertisement would not have been necessary. This is in accord with Moffett, Hodgkins & Clarke Co. vs. Rochester, 178 U. S. 373, 20 Sup. Ct. 957."
> Gavahan vs. Village of Shorewood, 228 N. W. 497 (Wis.)

The Supreme Court of Minnesota, in a similar situation, has also said:

> "The belated bid which plaintiff accepted was a trifle less than the one Kropp intended to make. There can be no question of not placing plaintiff in statu quo. It did nothing in reliance upon Kropp's bid, and did not change its position in the least between the time it notified him of the acceptance and the time it received notice of his mistake. * * * This case upon its facts is not distinguishable from Moffett, Hodgkins & Clarke Co. vs. Rochester, 178 U. S. 373, 20 Sup. Ct. 957, 44 L. Ed. 1108, except that their notice of the error was given when

> the bids were opened; but that can be of no consequence, since under the statute there applicable the bid could not be withdrawn after being submitted. The Court rescinded the accepted proposal to construct certain municipal improvements."
> St. Nicholas Church vs. Kropp, 160 N.W. 500 (Minn.)

Likewise, the Supreme Court of New York, Appellate Division, has held that a city cannot use bid deposit to make good loss of the city from readvertisement where the city might have prevented such loss by making award to the next lowest bidder, without readvertisement, where the successful bidder has withdrawn his bid because of errors in computation due to honest mistake (see Martens vs. Syracuse, 171 N. Y. S. 87, 183 App. Div. 622).

Also in the most recent case, which we have been able to find, upon this subject another New York Court has said:

> "On May 2, 1950, the Board of Supervisors, by resolution, awarded the contract to plaintiff on the bid sum of $116,952.35. Later, the same day, plaintiff discovered one of its employees had failed to insert the figure of $38,062.50 when compiling the bid and consequently, the submitted bid was that amount less than intended. On May 3, 1950, plaintiff orally notified two members of the Board of Supervisors of the error. On May 4, 1950, plaintiff orally notified the Superintendent of Highways of the error. On May 10, 1950, plaintiff by letter of its attorneys, attempted to withdraw its bid in accordance with its previous oral notification and requested return of its guarantee of $5,900.00."
>
> "In this case, plaintiff properly notified the County of the mistake. Without the necessity of readvertising, the County was able to award the contract to another bidder. The status quo was maintained."
>
> "The facts require the interposition of equity in granting the relief requested. The bids submitted by it should be declared null and void because of mistake and plaintiff should have judgment against the County for $5,840.00."
> Frank W. O'Connell, Inc. vs. Broome County, 98 N. Y. S. (2d) 1009 (July, 21, 1950).

Likewise, the Appellate Court of Illinois, under similar facts to those in the instant case, held:

> "Bromagin discovered the error in his bid and notified the City Attorney of the same and asked to be relieved from any further obligation on the day and within five hours after the bid was accepted and before any contract had been actually signed. It does not appear but that the city, after Bromagin called on the City Attorney, could have accepted some one of the other bids made. Under these circumstances the Court properly decreed the relief sought by the bill. Moffett vs. Rochester, 178 U. S. 373; School Commissioners vs. Bender, 72 N. E. Rep. 154."
> Bromagin vs. City of Bloomington, 234 Ill. 144, 84 N. E. 700.

Likewise, Judge Rossman, speaking for the Supreme Court of Oregon in the Rushlight case, said:

> "When the City officials opened the plaintiff's bid they surmised that it was too good to be true. When they went through the form of accepting it, they knew that the paper in their hands did not represent the plaintiff's intent. They had no occasion to doubt the truth, which was apparent, that the paper, although it bore the plaintiff's signature, was not in fact the plaintiff's offer. When they adopted their resolution, no meeting of minds occurred. At that time the city had not changed its status quo and had suffered no damage whatever. To be denied the privilege of taking advantage of another's mistake is not to suffer damage. The proposal of the Adkinson A. Co., second low, was still available, and in fact was shortly accepted."
> Rushlight Auto. Spr. Co. vs. Portland, 189 Oregon, 133.

VI.

Instead of Doing Equity the Plaintiff attempted an Illegal Act.

It is well to remember the facts notwithstanding State was low and plaintiff now claims there was no error. It did not award the contract. Its first action was to put the matter over and defer action. Later, its minutes assert, they referred it to the Engineer with power to award the contract when right-of-way matters had been cleared up.

While the minutes are silent on the matter, the evidence shows clearly that the Federal Government had raised a question concerning the size and dimensions of the piers. Obviously, the Commission was aware of this. Mr. Paxson, the Bridge Engineer, went to Washington to confer about the matter and work out an agreement.

Also, the minutes disclose that certain matters of right-of-way and condemnation had not been finished. The Commission even took action inferentially criticizing the Engineers for having brought the matter on for award before these right-of-way and condemnation matters had been closed and took action declaring that hereafter no contract should be advertised or bids received until all right-of-way and condemnation matters have been finished.

After instructions had been received, that the plans should be changed to conform to the decision of the Federal Engineers in Washington, then the Highway Engineer apparently, without conferring with the Commission and on his own, undertook by telegram and letter to award the contract to State. This was all after he had been put upon notice orally over the telephone, in person by Mr. Cohn and by the letter dated April 28, 1950, delivered in person to him and on file in the Commission's office at least by May 3, 1950, that the mistake had been made and that State was asking to be relieved of its erroneous bid.

There is no showing that condemnation matters had been finished or that all right-of-way matters had been cleared up. There is no further action upon the part of the Commission until it is getting ready to receive new bids on new plans on May 26, 1950 on the day before, to-wit: May 25, the Commission takes action attempting to ratify the tender of an award contract and performance bond form to State for execution on May 5. All of this is shown in exhibits 3 and 7.

It is very clear, under the statutes of Oregon and under all authorities, that the action of the Highway Engineer on May 5, 1950, in attempting to award the contract to State was utterly null and void.

The Highway Commission is a creature of statute under Section 100-114 Volume 7, Oregon Compiled Laws (Annotated). The Commission is declared to have "full power to carry out the provisions of this act, and said Commission is given general supervision and control over all matters pertaining to the selection, establishment, location, construction, improvement, maintenance, operation and administration of state highways, the letting of contracts therefor * * *."

Section 100-115 grants specific powers and authority to the Highway Commission. "In addition to such general powers * * * the Commission is hereby given specific power and authority to * * *: (28) Bids: Work by day labor or own forces. All contracts for the construction, maintenance, operation, improvement or betterment of highways to the lowest or best responsible bidder * * * to reject any or all bids * * *."

By amendment in the 1947 Supplement to Oregon Compiled Laws Title 100 Section 100-113 the commission is authorized to appoint a Highway Engineer. A section further providing "the Commission shall determine and adopt the general policy * * * and decide all questions relating to the administration of the department." This section further defines the powers of the Engineer, but nowhere is he given power to accept a bid, award a contract or do any other matter relating to the administration of the Department except to gather statistics, make recommendations and perform certain ministerial acts, all with the consent and decision by the Highway Commission. In the matter of payments under contracts, he can only prepare estimates and make recommendations to the Commission which is required to approve the estimates before they can be paid.

It is clear, therefore, that the power to accept or reject bids and award contracts is exclusively fixed by statute as a power to be exercised solely by the Commission.

VII.

The Act of the Highway Engineer Was Unauthorised and Could Not be Ratified by the Commission.

> "The constitution of the state is a part of state contracts, and, where an agent is appointed by law to contract for the state, the law under which he acts is as much a part of the contract made by him as if it were formally embodied in the contract. Statutes qualifying or limiting the grant of authority to contract are mandatory, and contracts not conforming thereto are not binding on the state. The governor and other executive officers of a state have no general authority to contract in its behalf and can bind the state only within the power specially conferred on them by law."
>
> "Delegation of authority. The duty of doing and performing the essential things necessary to the creation of a contract and acts which involve discretion cannot be delegated by the state's authorized agent to another."
> 59 C. J. 171, Section 285-2.
>
> "(§ 286) b. Unauthorized Contracts. Public officers have and can exercise only such powers as are conferred on them by law, and a state is not bound by contracts made in its behalf by its officers or agents without previous authority conferred by statute or the constitution, unless such authorized contracts have been afterward ratified by the legislature."
> 59 C. J. 172, Section 286 b.
>
> "(§ 295) C. Letting of Contracts--1. In General. The manner of letting contracts for public work is ordinarily prescribed by constitutional or statutory provision, and when so prescribed the officers charged with the duty of letting such contracts must proceed according to the prescribed mode. A contract not let in the manner required by law is not binding on the state, and the fact that a special appropriation act sets apart funds required for its execution does not make it so."
> 59 C. J. 175, Section 295 C.

"b. Authority to Contract
No person or body has power to enter into a contract for road work so as to bind the state or a municipality except in so far as such power is granted by statute."

"No person or body has power to enter into a contract for, or relating to, the construction, maintenance, or repair of highways, so as to bind the state or a municipality or road district, except in so far as such power is granted by statute; and where the power is so granted it may be exercised only within the limits of the grant. Subject to such limitations, various statutes and constitutional provisions in the several jurisdictions have been held to authorize the making of such contracts by state functionaries, such as the state board of administration, or the state highway department or commission, by counties through their representative bodies, such as the county court, commissioners, or supervisors, by townships through their representative officers or bodies, and by highway commissioners of towns or road districts. Contracts which particular bodies may make may be limited as to amount and as to the length of time for which they are to operate."
40 C. J. S. 89-91, Section 208 b.
See also Boxwell vs. Department of Highways, 14 So. (2d) 627.
Roxborough vs. Michigan Unemployment Compensation Commission, 15 N. W. (2d) 724 (Michigan).

"§ 157. -- Powers and Functions in General
A highway board or commission can exercise such powers, and such powers only, as are expressly or impliedly granted by statute. These powers must be exercised in such manner as to comply with statutory requirements."

"Within its constitutional limitations, the legislature may grant to such boards whatever powers it may see fit. As a natural incident to its right to grant such powers, the legislature may, after conferring powers on a highway board or commission, withdraw them."

"While boards and commissions can exercise such powers only, as are conferred on them by the constitution and the statutes of the state, they may not be restricted to the exercise of powers expressly conferred on them by the act creating them, but they may exercise such implied powers as are necessary to carry out the powers expressly granted, or such as are requisite to accomplish the purposes for which they are created. On the other hand, the fact that the statutes do not expressly prohibit a highway body from certain actions does not impliedly permit them, since such a body exercises only statutory powers."
39 C. J. S. 1108-1109, Section 157.

It is clear, therefore, that had no honest mistake been made and no error in the bid still the contract was not legally awarded and therefore, State is not bound by the attempted act of the Commission in the awarding of the contract by its engineer or its attempted ratification of the same.

VIII.

The Change of Plans and the Readvertisement of the Contract for Bids Nullified State's Original Bid.

Even if no error had occurred in the making up and the submission of State's original bid, the plaintiff by changing the plans nullified State's bid and could not require it to enter into the original contract tendered to State. This proposition rests upon the fact that State's bid was only an offer. It was not legally accepted when the State Highway Commission undertook to and did make new plans and call for new bids. It effectually rejected the offer of State; it never legally accepted the offer and therefore, there is no contract.

This is made clear not only by a consideration of the facts and the legal problems involved, but by authorities expressly dealing with the subject. We quote a length from a leading authority upon the question.

> "The facts as found by the court below show that the board of aldermen of the city of Winston-Salem, by resolution adopted the 12th day of January, 1934, authorized the commissioner of public works and the public works committee of the board of aldermen to receive until 3 o'clock p. m. February 21, 1934, bids for the construction of an extension of its public sewer system in accordance with specifications and requirements on file in the office of said commissioner of public works; that, after due advertisement, bids were received from four contractors, including the defendant Construction Company, whose bid was the lowest. The bid of the Construction Company was accompanied by a bond of the Guarantee Company, as required by the specifications, in the sum of $12,000. The condition of this obligation was as follows: "That, if the

Obligee shall make any award to the Principal for Extension to South-Side Section Sewerage System of the City of Winston-Salem, N. C., according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with the United States Guarantee Company as Surety, or with other Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the obligee may suffer by reasom of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect."

"This bond accompanying the bid of the Construction Company was in lieu of a cash deposit or certified check as was required by the North Carolina Statutes."

"On March 9, 1934, the board of aldermen adopted a resolution accepting the proposition (bid) of the Construction Company, but, as stated in the resolution, eliminated from the contract about 20,000 feet of sewer lines that were included in the original advertisement for bids. This resolution stated that this exclusion of a part of the work was made upon the recommendation of the public works committee of the board. On March 10, 1934, the secretary of the board addressed a letter to the bidder giving notice of this action. The Construction Company under date of March 19, 1934, sent a letter, signed by its president, to the secretary of the board stating that it was considered by the Construction Company that this elimination of 20,000 feet of sewer lines from the proposal, as originally advertised, cutting down the project to about 35 per cent. of the whole, constituted a substantial change or departure from the original terms, that such a change amounted to a rejection of the offer, and that the Construction Company did not care to accept the proposal as changed and was not prepared to renew its original offer."

"On March 20, 1934, the board of aldermen passed a resolution setting out that, as the Construction Company had attempted to withdraw its bid by letter of March 9, 1934, before the award was made, but after its officers had knowledge of the fact that it was the low bidder, without giveing any reason for such attempted withdrawal, and as the Construction Company had by letter of March 19 refused to comply with the terms of its proposal or execute the contract, therefore the bond accompanying the bid signed by the Guarantee Company be forfeited and that proper steps be taken to secure payment of the same. A copy of this resolution was forwarded to each of the defendants, by the city attorney, under the date of May 2, 1934."

"On March 21, 1934, the plaintiff caused to be prepared a formal contract in accordance with the terms of its resolution of March 9, 1934, and duly tendered said contract to the Construction Company, which company refused to execute same. The vice president of the Construction Company represented it in submitting the bid in question and was present when the bids were opened, and was then informed by the city manager of public works that a part of the work would be eliminated on account of lack of funds."

"During the period between February 21 and March 9, 1934, the city manager of public works and the vice president of the Construction Company had several conferences, in the course of which the vice president of the Construction Company indicated a desire to withdraw his bid. On March 2, 1934, the board of aldermen, being informed that the Construction Company desired to cancel its bid, delayed action for one week in an effort to get the matter adjusted."

"After the Construction Company refused to execute the contract, the plaintiff relet the work to the lowest bidder, and the cost to the city was approximately $25,000 more than the Construction Company's bid."

"The court found as a fact that the change in the proposal as made by the city did not materially alter its terms, and reached the conclusion, as a matter of law, that the acceptance of the bid by the plaintiff (eliminating a portion of the work) made the contract complete and that the refusal of the Construction Company to enter into its performance was a breach that entitled the plaintiff to the penalty of the bond which, in amount, was less than the damages the city sustained by reason of the breach; that the clause in the specifications accompanying the advertisement for the bids, giving the commissioner of public works the right to eliminate any portion of the work, coupled with the fact that the work was to be paid for by the unit of work, authorized the elimination of a part of the proposal by the plaintiff without materially altering the proposal, and did not therefore justify or excuse the Construction Company for its refusal to carry out the contract."

"The sole question necessary to be considered upon this appeal is whether the alteration made by the board of aldermen or the plaintiff after the bids had been opened, in the amount of work to be contracted, was such a material alteration, in the terms of the proposal, as justified the Construction Company in refusing to carry out the contract. We think it was, and are of the opinion that the court below was in error in holding that the elimination of a part of the work as made by the board of aldermen did not materially alter the terms of the proposal. Certainly, the elimination of approximately 15 per cent. of the total work as advertised to be let is a material variation, and it follows that the minds of the parties never met on the contract. It is not necessary to cite authorities to the effect that there must be a meeting of the minds to make a valid contract. The Supreme Court of the United States in the case of Elliason et al. v. Henshaw, 4 Wheat. 225, 228, 4 L. Ed. 556, early laid down the rule as follows: "It is an undeniable principle of the law of contracts, that an offer of a bargain by one person to another imposes no obligation upon the former, until it is accepted by the latter, according to the terms in which the offer was made. Any qualification of, or departure from, those terms, invalidates the offer, unless the same be agreed to by the person who made it. Until the terms of the agreement have received the assent of both parties, the negotiation is open, and imposes no obligation upon either."

"This rule, to which we know no exception, has been repeatedly restated and affirmed by the courts. Carr v. Duval, 14 Pet. 77, 10 L. Ed. 361; Tilley v. Chicago, 103 U. S. 155, 26 L. Ed. 374; Minneapolis, etc. v. Columbus Rolling Mill Co., 119 U. S. 149, 7 S. Ct. 168, 30 L. Ed. 376."

"This rule likewise applies to solicitation of bids by governmental agencies. In the case of Iselin v. United States, 271 U. S. 136, 46 S. Ct. 458, 459, 70 L. Ed. 872, the court said: "'It is well settled that a proposal to accept, or an acceptance upon terms varying from those offered, is a rejection of the offer, and puts an end to the negotiation, unless the party who made the original offer renews it, or assents to the modification suggested.'" See, also, United States v. P. J. Carlin Construction Company et al. (C. C. A.) 224 F. 859; Doyle v. Hamilton Fish Corporation (C. C. A.) 234 F. 47; Ohio & Michigan Coal Co. v. Clarkson Coal & Dock Co. (C. C. A.) 266 F. 139; Detroit Copper & Brass Rolling Mills v. Wise et al (C. C. A.) 297 F. 460; Columbia Malting Company v. Clausen-Flanagan Corporation (C. C. A.) 3 F. (2d) 547; American Smelting & Refining Co. v. Hyman (C. C. A.) 16 F. (2d) 39; Cosden et al v. Cline et al. (C. C. A.) 26 F. [illegible]; Osborne v. [illegible], 61 App. D. C. 69, 57 F. (2d) 435."

"The same rule obtains in the state of North Carolina. [illegible] v. [illegible], 17[illegible] N. C. 31[illegible], 90 S. E. [illegible]; Cozart v. Herndon, 114 N. C. 25[illegible], 1[illegible] S. E. 1[illegible]; [illegible] v. Miller 1[illegible] N. C. 3[illegible], 11 S. E. 321; [illegible] v. [illegible], 5[illegible] N. C. [illegible]; [illegible] Sand & Gravel Co. v. [illegible], 191 N. C. [illegible], 131 S. E. [illegible]."

> "Here the plaintiff advertised for bids for certain work, stating, "'The entire work is to be let in one contract.'" Bids were submitted, and, after they were opened, the plaintiff, through its board of aldermen, said it would accept the bid of the Construction Company but for only 85 per cent. of the work and not all of it. The Construction Company at once replied that it had not bid on 85 per cent., but on the whole, as advertised, and would not enter into any contract for the proposal as changed. The Guarantee Company guaranteed that the Construction Company would carry out its bid for the entire work, not for a portion of it, and could not be held on its bond for a different bid than that which it guaranteed, without its assent to the change. It does not in the least alter the fact that the minds of none of the parties ever met to say that the change would not injuriously affect the Construction Company. It cannot be gainsaid that it was a material change and no proposal or acceptance can be materially changed, by either party, without the assent of all of the parties."
> Northeastern Construction Co. vs. Winston-Salem, 83 F. (2d) 57, 104 A. L. R. 1142, 1144-1147.

Furthermore, in that case the defendant asserted the same defense or argument that the plaintiff in the instant case asserts, to-wit: that certain clauses in the specifications provided for changes in the quantity of work by which the city there and the State Highway Department here could require extra work to be performed without violating the contract. The Federal Court, in disposing of this question, said:

> "The judge below based his findings upon a clause in the specifications accompanying the advertisement for the bids giving the commissioner of public works the power, at any time, to make changes in the specifications as to the work and make variations in the quantity of the work either before the commencement of the work or during its progress. A study of this provision shows that it is the provision usual and necessary in all contracts of this character, giving the engineer in charge of the work control of it, but it certainly does not give the engineer any power over the transaction until a binding contract is executed and entered into, and in no sense gives him any power or authority as a contracting party."

the contract and the performance bond, it would be in effect and evasion. This is made clear by reference to the case of Lassiter & Company vs. John A. Taylor, 128 So. 14, 69 A. L. R. 680 and the authorities contained in the annotation following that case beginning on page 697 of 69 A. L. R.

CONCLUSION

We therefore summarize our argument to the effect that:

1. the inadvertent omission of the item for steel sheet piling, constituting a part of the bidder's expense for constructing, shoring and cribbing under Unit I, constituted an honest mistake and when promptly communicated to the plaintiff before an award was made entitled the bidder to be relieved of the obligation to enter into a contract and performance bond; that the evidence shows that the highway authorities were put upon notice of the mistake first by their consideration of the details of the bid and, secondly, by direct notice, oral and written, and that this is shown by the statement of the chairman subsequently ~~will hold the matter~~ in which he declared that it was clear that a mistake had been made.

In view of these facts, we submit that in his conclusion of the entire matter of the Rushlight case, Judge Rossman stated the applicable rule that governs here, to-wit:

> "It is our belief that although plaintiff alone made the mistake, the city was aware of it. When it accepted the plaintiff's bid, with knowledge of the mistake, it sought to take an unconscionable advantage of an inadvertent error. Equity is always prepared to grant relief from such situations."
> 189 Oregon, 194, [illegible].

2. Even though no mistake had been made, the plaintiff did not accept the bid, but on the contrary, undertook, following the

directions of the Federal Agency to require new plans, (including changes in the dimensions of the piers and requiring admittedly at least 8 per cent additional costs which would be reflected in the expense of complying with Unit I) ~~and would~~ To require ~~the~~ State to comply with these changes in its original contract. It thereby rejected the original bid and made a counter-proposal. State rejected the counter-proposal and consequently, there was no meeting of the minds and there was no contract.

We therefore respectfully submit that from neither point of view can the plaintiff recover and that upon those grounds, State should have a Decree upon its cross-complaint, cancelling its bid and directing State Highway Department to return the bid to the defendant State and its surety.

RESPECTFULLY SUBMITTED,

Elliott, Lee & Thomas

Attorneys for Defendants.

[illegible]

4.6 [illegible]

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Ben R. Chandler, Charles H. Reynolds, and M. K. McIver,

Plaintiff,

vs.

STATE CONSTRUCTION COMPANY, a corporation, and CONTINENTAL CASUALTY COMPANY, a corporation,

Defendants.

Case No. 199,004

PLAINTIFF'S BRIEF

I

As an aid to the Court in this matter, we respectfully set out the sequence of main events as established by exhibits in evidence as follows:

April 24 & 25, 1950	Ex. 3 & 7:	Opening of bids; direction to Highway Engineer to notify State Construction Co. of award.
April 28, 1950	Ex. 13	Letter - defendant contractor to Highway Commission claiming an error in estimate and inability to proceed.
May 5, 1950	Ex. 4	Telegram - Highway Commission to defendant contractor - notice of award.
May 5, 1950	Ex. 5	Letter - Highway Commission to defendant contractor - notice of award.
May 6, 1950	Ex. 26	Telegram - Defendant contractor to Highway Commission - refusal to proceed.
May 6, 1950	Ex. 27	Letter - Defendant contractor to Highway Commission - refusal to proceed.
May 11, 1950	Ex. 28	First publication for second bidding.
May 25, 1950	Ex. 3 & 7:	Opening of bids on second bidding.
July 18, 1950	Ex. 8	Letter - Highway Commission to both defendants - notice of default and demand.
Oct. 13, 1950	Ex. 9	Letter - Highway Commission to both defendants - notice of default and demand.

The foregoing dates of events are undisputed, and the Court is urged to keep their sequence steadily in mind while considering the facts as disclosed by the evidence.

It seems appropriate to consider, first, paragraphs VI, VII, and VIII of defendants' brief, denominated respectively as follows:

VI Instead of doing equity the plaintiff attempted an illegal act.
VII The act of the highway engineer was unauthorized and could not be ratified by the Commission.
VIII The change of plans and readvertisement of the contract for bids nullified State's original bid.

It must be remembered, first, that defendants' contention of illegality of acts of the Highway Commission or its Chief Engineer is wholly outside the issues as drawn by the pleadings and, therefore, has no place in the Brief of defendants or in any consideration of the right of defendants to refuse to execute the contract or to prevail in this proceeding. Notwithstanding, it is clear from all the evidence that the act of the Highway Engineer in notifying State Construction Company of the award was not one of judicial or quasi-judicial nature but simply a ministerial duty; for it will be noted that the State Highway Engineer was given no authority to decide to whom the award should be made, but the direction of the Highway Commission was explicit that the award was made to State Construction Co., and no other, and that the Highway Engineer should cause notice to be given. (See Ex. 3 and Ex. 7.)

Defendants say, in paragraph VIII, "Even if no error had occurred in the making up and the submission of State's original bid, the plaintiff, by changing the plans, nullified State's (contractor's) bid and could not require it to enter into the original contract tendered to State." Is Mr. Elliott, for defendants, trying to say that after notice of award of the original contract unchanged to defendants on May 5, 1950, and their formal refusal of May 6, 1950, that the State Highway Commission must then sit by and await a change of mind by defendants or a decision of the Courts? Clearly, the State Highway Commission not only had the right but the duty to take steps to see that construction of the Salem Street Bridge proceed. Let us remember that the notice of award to State

Construction Company, under date of May 5, 1950, was for the contract as sent out in the proposals to all the bidders. There WAS NO CHANGE WHATEVER in those plans. The changes desired by the Bureau of Public Roads in footings of certain piers on the job in no way affected the right of defendants to refuse to go ahead with this job.

On this and related matters, the Court made its own inquiries, that is to say, the Court wished to be informed as to the difference between the United States Army Engineers and the Bureau of Public Roads as those two governmental bodies were interested in this project; he also wanted to know whether it was necessary to make the changes before the State Highway Commission could proceed with construction, and if so, why. What does the evidence disclose on these and related matters?

FIRSTLY: Did the contract in question permit changes in construction after commencement and during construction?

Clearly it did, as pointed out to the Court by Mr. Paxson, and as may be found in Exhibit 6, (page 17). Indeed, the contract not only permits it, but the successful bidder agrees to such changes as may be required, with proper cost adjustment in all cases, of course.

SECONDLY: What are the relations of the United States Department of Engineers to this contract and the contemplated changes in design?

Mr. Paxson testified in effect that the Army Engineers are concerned with the requirements of navigation in any navigable stream, and in the case of bridge construction, that extends to the spacing of piers, to the position of piers in the stream, to the horizontal clearance provided between piers, and the vertical clearance provided underneath the superstructure of the bridge. Mr. Paxson further testified that permit to proceed with construction had been obtained from the United States Engineers. (See Exhibits 20 and 22.) Mr. Paxson testified further that the changes desired by the Bureau of Public Roads had only to do with slight enlargement of the footings of certain of the piers, that SUCH CHANGES IN THE FOOTINGS WERE ENTIRELY BELOW THE BED OF THE STREAM AND IN NO WAY AFFECTED NAVIGATION or violated or vitiated the permit granted by the U. S. Engineers, or made necessary the securing of a new permit. Mr. Paxson's testimony in all these regards remains unquestioned.

THIRDLY: What are the relations of the Bureau of Public Roads to this contract and the contemplated changes in design?

Mr. Paxson testified in effect that the changes were made as a result of a difference in the interpretation of design and specifications between the engineers of the Bureau of Public Roads' Washington office and himself. That he could have proceeded with construction, as on a State Contract, without making any changes and forego the government contribution to the project. In response to a query from the Court, Mr. Paxson elaborated further on this point by stating in effect that the Bureau of Public Roads contribute on what is called federal aid projects. That the Bureau of Public Roads as such is not particularly interested in navigation requirements, but are interested in roads or the structures being in accordance with THEIR SPECIFICATIONS after construction. That they are entirely separate from the U. S. Engineers whose chief concern is with the requirements of navigation and as to the effect of bridges over navigable waters upon navigation. That in this particular case, being over a navigable stream, it was necessary, in any event, whether a State contract or a federal aid contract, to obtain the approval of the U. S. Engineers. That it was necessary that the Highway Commission have the approval of the Bureau of Public Roads if it were to be a federal aid contract, but not necessary to have their approval if it were to be a State Contract. Mr. Paxson further testified that AT ANY STAGE OF THE PROCEEDINGS THE HIGHWAY COMMISSION COULD ELECT WHETHER OR NOT it WOULD DO THE WORK SO AS TO PARTICIPATE IN FEDERAL AID. Also that even after the refusal of defendants to proceed and the subsequent letting under second bidding, the Highway Commission elected to forego federal aid on this project. Mr. Paxson throws further light on this phase by his answer in response to an inquiry by the Court as to the extent of federal aid in which Mr. Paxson explained in effect that he thought about fifty-five per cent, but that he did not remember the exact figure, but that federal aid, of course, in Oregon, is in such a relatively small amount that the State of Oregon more than matches the federal aid money and has no difficulty in picking up all the federal aid and applying it to some project because the State of Oregon has more State money than is necessary to apply under the rules and regulations.

Therefore, in the light of the undisputed testimony, the premise of nullification as set forth in Par. VIII of defendants' brief provokes the rejoinder —how was the first contract nullified? Notification of award of the original proposal without change was made May 5th, refusal to proceed by defendants was made May 6th, and, therefore, decision was made to resubmit new bids with the changes incorporated therein rather than let to the second low bidder under the first opening of bids. Mr. Paxson, as a witness called ON BEHALF OF THE DEFENDANTS, FOR THE DEFENDANTS, testified that the change in plans of pier footings were made a few days following May 5, 1950. This fact is undisputed. Mr. Paxson testified that he was in the city of Washington about May 2 to May 5, 1950. He candidly told his conferences with Bureau of Public Road Engineers and further testified that at that time he did not know of the refusal of defendants under date of May 6 after the notice to them of May 5th. It must be kept in mind at all times that NO CONTRACTUAL RESUBMISSION OF BIDS WAS AT ANY TIME NECESSARY OR REQUIRED BY THE BUREAU OF PUBLIC ROADS, as testified to by Mr. Paxson, and who further testified that all the Bureau of Public Roads required for qualification to participate in federal funds was that the completed structure be in accordance with what their engineers thought requisite and desirable —that, and nothing more.

The questions of the Court to Mr. Paxson in this connection indicated a particular concern as to by whose authority the changes would be made under the contract provisions after beginning and during construction on the one hand and by what machinery and authority would new bids be published. Mr. Paxson explained to the Court in effect that the matter of satisfying the Bureau of Public Roads with changes after beginning and during construction was wholly within his (Paxson's) department, that he had that authority to make any changes necessary;

that while on a trip to Washington, D. C., to attend a meeting of an organization of which he was an officer he had a conference with the Engineers of the Bureau of Public Roads and came to an agreement as to the changes to be made in the pier footings, which were less than they had originally asked for, and more than Mr. Paxson thought was necessary. In response to further inquiry by the Court, Mr. Paxson stated in effect that the Bureau of Public Roads did not suggest that the Highway Commission call for new bids. He further told the Court that the Commission decided that. Mr. Paxson testified that at the time he was conferring with the Engineers of the Bureau of Public Roads in Washington he assumed that the contract had been let and that the State Construction Company would proceed with the work; that he had no thought or plans for recommending a resubmission of bids but was working on the assumption that any changes made would be affected under the original letting after commencement and during construction and notice of which had been given State Construction Company on May 5th. It was after May 6th and the refusal of State Construction Co. to go ahead under its bid proposal agreement and contract that had been forwarded it without any change in it whatsoever that the State Highway Commission was stalemated. Defendants had refused to honor their bid proposal and bid bond agreement. Should an award be then made to the second low bidder and effect changes asked for by the Bureau of Public Roads after award, beginning and during construction, as had been the intent had State Construction Co. not refused to carry out their agreement of bid, or, would it be simpler to resubmit the contract including the changes in some of the pier footings? Mr. Paxson's testimony on this point, both on direct and cross is illuminating for he says in effect that the choice to resubmit the bid was made because it was simpler to change the plans while they had the time to do so before the next scheduled Commission meeting late in May and to take the bid in the second case upon the actual pier that was built rather than to negotiate with the contractor upon the first plan; that they had time to make those changes so they were made and the plans sent out for a second bidding in accordance with the revised pier design, but that it could have been done the other way, but was quite simple to do it the way it was done. It must be kept in mind at all times that this latter method was adopted AFTER REFUSAL OF DEFENDANTS ON MAY 6th TO KEEP THEIR BID BOND AGREEMENT.

Brief for defendants exerts great effort to show the extreme good faith of Mr. Hart and Mr. Cohn and corresponding bad faith of the plaintiff. The writer of that brief takes the perfectly plain sequence of events as listed hereinabove by the incontrovertible exhibits plus supporting evidence and comes up with a setup of "facts" which he finds result in what he terms nullification, counter-proposal, and rejection of counter-proposal. The record clearly discloses that these contentions are not in accord with the facts as more fully pointed out in the foregoing paragraphs, that is to say in summary: May 5th notice of award to defendants of original contract unchanged in any particular; May 6th formal refusal of defendants to keep their bid bond agreement; thereafter, subsequent proceedings had to affect a going ahead with and completion of construction of the bridge. The matter of the good faith and honesty of defendants will be discussed in a subsequent portion of this brief. It might be well at this juncture, however, to point out that on page 23 of Defendants' Brief that Mr. Elliott states that the changes contemplated amounted to "at least 8% additional costs which would be reflected in the expense of complying with Unit I." That is simply not so. Mr. Paxson testified that the total addition of quantities amounted to only 4.6 per cent of the TOTAL VALUE OF THE PIER JOB.

We respectfully submit that defendants, to prevail in this proceeding, must place themselves within the purview of the rules of the "Rushlight" case hereinafter referred to. Let us now turn to a discussion of the fundamental problems involved in this matter.

II

BID BONDS

Any application of or extension of the rules of our Supreme Court as set forth in the "Rushlight" case should be considered primarily in the light of the broad public purposes of the function and use of sealed bids and bid bonds.

It is well known that years of practice have established that the system of sealed bids upon contracts for public works is a safe, equitable, reasonable, business-like and profitable method of carrying out works projects with and for public bodies. Just as obviously such a system encourages competition, tends to eliminate the practice of favoritism and generally results in a lower and more reasonable price to the public. It is essential to the welfare of the public that bids upon public works be carefully considered and accurately set up before being submitted, and that once submitted the public have the benefit of considering all the bids in order to determine which is the most advantageous. And the public should be able to accept the lowest bid without fear that it will be withdrawn. It should be able to consider the bid with only the price and responsibility of the bidder in mind. If the public is forced to investigate the lowest bid to determine the possibility of mistake, or run the risk of a court action any time a bid is accepted, public welfare will greatly suffer.

As a corollary, and complementary to the system of receiving sealed bids for public works projects, the only effective way the public has of insuring that all bids submitted will be honest, accurate, and bona fide bids which will not be withdrawn upon caprice or whim as the business outlook of the bidder changes, is to require that each bid be accompanied by a deposit, or bid bond, to be forfeited in the event the bidder fails to enter into a contract. The salutary effects of this requirement are at once apparent as tending to make the submission of bids a more serious undertaking, and leads the bidder to make a more careful study and consideration of his computations, and the ability of his firm to perform the work. The bidder will realize that under the terms of his agreement, his deposit or bid bond will be forfeited if he fails to enter into a contract. He will not, therefore, submit a bid unless he is convinced that it is an accurate and profitable one. Bidders who do not wish to be held to such a degree of care in conducting their own business may be dissuaded from submitting bids, and the public will benefit by not being subjected to bids from careless or irresponsible persons.

If the bidder is allowed to withdraw without even the loss of his deposit, the system of having public contracts let upon sealed bids would be thrown into confusion and uncertainty. Bidders would not have the incentive to give proper consideration to their bids before submitting them, and the public could not feel secure in accepting a low bid. Upon the bare statement of the bidder that he had made a mistake, the public would be forced to either completely release him, and accept a higher bid, or else proceed into court action with its consequent expense and delay.

Moreover, in considering this matter in the broad aspect of public policy, any practice permitting a simple and easy method of withdrawal by a low bidder could conceivably and probably would open up the field to abuses which the very practice of sealed bids and bid bonds seeks to obviate, avoid and keep at a minimum. While such is not intimated in this case, unscrupulous bidders could prepare in advance a way of escape from bids which might prove to be less profitable than expected in light of subsequent economic conditions. It would be relatively simple for one so inclined to insert in his bid a "mistake." Then, if hindsight showed that the bid was profitable, nothing need be said, but if it proved unprofitable, the "mistake" could be made the ground of relief in a court of equity. Furthermore, circumstances could conceivably develop among bidders amounting to collusion and chicanery to the detriment of the public generally. We reiterate that no such practices are suggested in the case at hand but desire the court to deeply consider all the facts and laws applicable in the light of honest and sound business relationships between private contractors and public bodies and the greatest good for the greatest number.

III

"THE RUSHLIGHT CASE"

As recently as June, 1950, the Supreme Court of this state has expressed itself on the question the unilateral mistake of a bidder upon a public project. Rushlight Co. v. City of Portland, 189 Or. 195, 219 P2d 732. This decision teaches the broad general rules as follows:

1. offeror must have made a mistake
2. the mistake must be basic and material
3. offeree must have known of the mistake or should have inferred that a basic mistake had been made
4. offeror's error must be an honest one
5. offeror's error must not be the result of an unwise, hasty, or careless statement or omission.

Let us then, in the light of the rules learned from the Rushlight case, consider the facts as developed in the matter at hand, and, in doing so, we must keep constantly before us two controlling aspects:

1st. The fundamental necessity of capable estimators was not brought into question and not considered by the Court in arriving at its decision. See the reported Rushlight case at page 206 where it is said: "So far as we can ascertain, the plaintiff's bid was compiled by an adequate staff of estimators. No one challenged the competency of the estimators nor questioned the methods they pursued."

2nd. While the mistake must be basic and material, such question was not before the Court in the Rushlight case and, therefore, had no part in the determination of the result. See the reported Rushlight case at page 244 where the court says: "was no contention of that kind was made in the trial court."

We, therefore, respectfully request the Court to note, and vigorously urge upon the Court,

1st. That far from having "an adequate staff of estimators" as in the Rushlight case, defendants here had only two persons in the organization who could claim to be an estimator, one of whom was not even a registered engineer and the other admitted he was not qualified to estimate on a project such as involved in this case, and,

2nd. That the error claimed by defendant in this case was not basic and material.

3rd. That the error claimed was neither an honest one nor free from carelessness and hastiness.

IV

THE BID OF STATE CONSTRUCTION CO.: HONESTY, CARELESSNESS, ADEQUACY OF—ESTIMATORS

In any consideration of qualifications of one claiming to be an engineer capable of estimating costs of construction of piers for marine installations in navigable rivers such as the Willamette River, we would do well to keep in mind that the field of engineering, like that of medicine and law, is broad, and thus, one skilled in road construction, for example, is not necessarily likewise skilled in bridge construction.

Mr. Hart testified that he had been with State Construction Co. about 6½ years. To the date of May, 1950, time of bid, that would be about 4½ years. He had been in the contracting business about 19 years, or about 17 years to May, 1950—yet, as late as 1940 he was a carpenter. He is not a registered engineer. He is general superintendent of heavy construction with the defendant, and one of only two members of the firm—himself and Mr. Cohn. He was wholly unacquainted with Oregon, and particularly with the terrain and basic soil conditions on the job for which he prepared bids. He spent two days in and around Salem as a basis for his later estimates. Exhibits 11 and 12 consist of two sheets of yellow paper with a veritable jumble of figures on both sides of each sheet. At one phase, Mr. Hart, trying to interpret figures on his own Exhibit 11, remarked in effect, "that there is a lot of scribbling on this thing here." Exhibit 11 is termed their preliminary estimate sheet and Exhibit 12 is termed the summary sheet. Mr. Hart claimed both exhibits were all in his own handwriting, but admitted also that certain notations thereon were not in his handwriting, and also admitted that sometimes extensions were checked in the handwriting of Mr. Cohn, but that he did not know in this instance whether or not Mr. Cohn checked Exhibits 11 or 12. Mr. Hart admitted erasures but gave no explanation. Mr. Hart reviewed his figures on Exhibit 11 showing a listing of piling, lumber, dredge rental, labor, supervision, miscellaneous, and driving piling, with a total amount thereunder of $31,400. Thereupon, he proceeded to make this total the sum of $34,500 by "reading into" the record an item of $3,100.00, which, he indicated, "was not marked here," that is, did not appear on Exhibit 11 at all. In fact, it was not shown to have appeared as an item on any of the records produced by defendant. He then shows transfer from Exhibit 11 to Exhibit 12, and in so doing does not set in on Exhibit 12 the total shown on Exhibit 11 ($31,400) and ignores the figure read into the testimony at trial of $34,500, but uses on Exhibit 12 the figure of $34,000, and thereupon blandly told the Court that he just marked it in as $34,000. In this connection, it is interesting to note that Mr. Hart testified to the effect that there is ALWAYS A CERTAIN AMOUNT OF GUESSING in this type of work. Also, Mr. Hart admitted that other work sheets had been used in his computations but that they could not be found.

Mr. Hart was wholly unable from his records in evidence to determine for the Court whether his estimate of steel piling was for all five piers, or, if for a lesser number, how many. He was unable to inform the Court whether his estimate of steel piling called for enough steel piling to work all piers requiring cofferdams at one time or for sufficient steel piling to work a lesser number at one time and re-using the piling on the remainder. These points become very important in the light of the true and honest amount of estimate of steel piling necessary for the job and, what is more important, the cost to the State of Oregon.

When asked about the item of labor costs as to the unit bid under discussion, Mr. Hart stated in effect that he had computed so many men contemplated needed at so many hours at a given rate per hour. However, he was wholly unable to disclose from his records at the trial any of these facts of how he arrived at the figure set up in his bid but ventured the assertion in effect that "most generally you add something to that and that is the way you come up with labor." Again, here we find another instance of guesswork and slipshod procedure in arriving at estimates on this job.

His attempt to explain what was called for in the item of "miscellaneous" as it applied to this Unit of the bid was strikingly inadequate to the point of being no explanation whatever. He was wholly unable from his records or memory or otherwise to list the items that were supposed to make up the $5,000.00 represented as the cost of "miscellaneous" in Unit One of the bid. Indeed, he summed up his obvious confusion and inability by remarking in effect, "When you don't know, you guess." It is submitted that this attitude and procedure of Mr. Hart fairly sums up their methods throughout this entire deal of arriving at an estimate for this job, which they now claim to be an honest estimate, made without guesswork, hasty or unwise statements.

Mr. Hart testified that he did everything that pertained to bidding on this job except getting certain price quotations. He said they had no steel piling on hand.

When asked as to the proper steel piles for use on the Salem job, as to thickness and weight, he stated in effect that the KIND to be used was determined by the kind AVAILABLE at the time. Thus, Mr. Hart either did not know the proper weight and thickness in regard to the terrain and soil conditions or did not concern himself with any differential in price between a lighter but adequate steel pile as against the heavier and more expensive steel pile. Again, he stated that not only was getting any type of steel pile a problem but that it was very seldom steel piling could be rented. His business partner on this phase either honestly thought otherwise or also acted in disregard of prudence and good business judgment. For Mr. Cohn testified that the Bethlehem Steel agent, Zucco, may have told him, Cohn, that Bethlehem Steel was many months behind in making steel piling deliveries, and then lamely said he "figured" he could get it from another firm on a rental basis. But neither Mr. Hart nor Mr. Cohn ever contacted any other source on either a purchase basis or rental basis, but both recognized getting steel piling at that time was a problem that should not be left to chance, and their testimony clearly discloses that though Mr. Cohn's testimony, uncorroborated by Zucco, be given credence, even so, both gentlemen gambled on steel for the job by not looking to a definite source of supply.

Let us consider Mr. Cohn as an estimator on this particular type of job: He told the Court on direct examination that the only part he had in setting up the estimates on this work was that of obtaining some material prices. He admitted:

1. the weights on varying thicknesses and widths were from 32 lbs. per foot to 56 lbs. per foot.
2. that the purchase price of steel piling weighing 32 lbs. per foot would be much less than steel piling weighing 56 lbs. per foot.
3. that he did not advise Mr. Zucco of Bethlehem Steel Co. what weight and thickness steel was required for the job.
4. that Mr. Zucco told Mr. Cohn what weight to purchase (the heavier 56 lb.-per-foot type).
5. that Mr. Zucco did not inspect the site to his (Cohn's) knowledge.

6. that Mr. Zucco, within his (Cohn's) knowledge, did not have a set of the plans.
7. that he (Mr. Cohn) did not know the type of piling needed for the job.
8. that he (Mr. Cohn) was not even certain that he told Mr. Zucco how many feet of piling were required according to the figures. Indeed, Cohn did not testify that he knew.
9. that neither Cohn nor Hart gave the footage figures to Zucco, and,
10. that it was Zucco who supplied them with the footages necessary and the weight and thickness thought necessary.
11. Mr. Cohn has never estimated the cost of steel sheet piling for such a cofferdam job as the Salem project, or of a comparable or like work.
12. His firm, or himself, had never estimated a job in a navigable stream such as the Willamette River.
13. that his only connection with the estimate was to phone Mr. Zucco, of Bethlehem Steel Co., who told him (Cohn) what the State Construction Company would need, not only as to quantity but as to weight and thickness.

On re-direct, he again told the Court in effect that generally he was an expediter of material, and on re-cross, again admitted that he did not know how much or what kind or type of steel to purchase, and also that he did not figure or compute the amounts of costs, although Mr. Hart had testified in effect that the practice in the firm was to check each other on figures and computations.

Thus, we have a two-member firm submitting a bid, and both members participating in the preparation of the estimates. One member, Mr. Cohn, demonstrated by his testimony not only that he was incompetent as an estimator in this matter, but admitted it. Mr. Hart made no estimate of the type or weight needed (important in giving an honest estimate because of the difference in weight-thickness and price). Moreover, there is no showing that Mr. Hart knew what type or weight was needed. On the otherhand, the firm depended on an outsider to tell them what was needed—Mr. Zucco. There is no showing that Mr. Zucco was an engineer, that he had ever been on the site and had inspected or investigated the terrain, soil properties and the like—whether heavy or medium or light thickness and weight in steel piling was the proper type, with the consequent difference in price estimate and cost to the State of Oregon. Also there was no showing that Mr. Zucco had or ever saw the plans from which to make his estimate with future sale of steel piling in mind. Indeed, there is no showing that Mr. Zucco was other than a salesman for Bethlehem Steel Co. whose claimed recommendations could have resulted in the ultimate sale of the heavi weight of steel piling, irrespective of the possible adequacy of a lighter and less expensive weight and in spite of its then scarcity and higher cost to the State of Oregon.

The Court will also bear in mind that the claim of Mr. Cohn that he contacted Bethlehem Steel remains unconfirmed by letter from Bethlehem Steel or otherwise. Mr. Hart could not say whether or not his associate had in fact telephoned Mr. Zucco or anyone else on the matter of steel piling. Mr. Beattie, employed in the Portland office of Bethlehem Steel Co., testified concerning Mr. Zucco, of the Seattle office, that he (Zucco) was the contract manager; that Zucco would not do the estimating engineering for prospective purchasers, and further, that Bethlehem Steel does not ordinarily have an engineering force to advise on quantities on this type of work. It will be noted that Mr. Zucco did not testify in the case, his absence was not explained, he was undoubtedly available, his absence and silence are very significant, and it cannot be doubted that if he could he would have been present or his deposition offered to corroborate Mr. Cohn and establish assertions in the aspects of the testimony that link him as a co-estimator on the job.

Mr. Hart and Mr. Cohn claim as an honest mistake that the omitted item is for cost of steel piling in the sum of $35,000.00 plus an additional $5,000.00, or $40,000.00 in all. Whose figures are these, how were they computed, by whom, and when, how, and by whom transmitted to Mr. Hart, if at all? Let us look for a moment what those claiming full honesty and diligence for all their acts in these matters have said. Mr. Hart said he received the figure from Mr. Cohn by "word of mouth." He stated at one time in effect "around $40,000.00" and again, "it was $39,800.00." Mr. Hart said Mr. Cohn calculated the figures. Mr. Cohn said of his claimed call to Bethlehem Steel Co. that he obtained from Mr. Zucco a figure of 7 cents a pound F.O.B. Salem, and that HE DID NOT COMPUTE THE FIGURES, but GAVE THAT PRICE TO HART. Cohn could not remember of having made any notation whatsoever of the 7-cent-per-pound quotation. How, then, did he transmit this important information to Mr. Hart? Mr. Cohn said in effect, "Well, I think it was more verbal than anything else." He said further, in effect, "I MAY HAVE CALLED THEM INTO MR. HART IN THE NEXT ROOM. You see, WE HAVE ADJOINING ROOMS." Moreover, and again, we find absolutely no records, either those of the State Construction Company or confirming correspondence of Bethlehem Steel Co., supporting or throwing the tiniest ray of light on this all important aspect—nothing but the contradictory testimony of the two owners of State Construction Company. It is submitted to the Court, is this the type of honesty and diligence excused by what we are taught to be the law of the Rushlight case? We vigorously urge upon the Court that it is not.

V

WAS THE CLAIMED ERROR BASIC AND MATERIAL?

In the Rushlight case, at page 230, is found the following: "*** the bidder may be confined to the particular mistake claimed to have been made when the notice of withdrawal was given." (Underscore added.)

Defendants claim their only element of error was the price and transportation of steel sheet piling for cofferdamming in the total sum of $40,000.

Mr. Paxson, as witness for the defendants, testified that the amount of sheet piling necessary under the contract as submitted to defendants on May 5, 1950, without any change or alteration, was the same amount of steel piling necessary on second letting after their refusal of May 6, 1950, to go ahead under their bid bond agreement. This testimony adduced by defendants themselves remains undisputed.

Mr. Cohn, testifying in his own behalf on direct examination, said that someone in Seattle had informed him after bids were opened on April 24, 1950, that he was $30,000.00 low and that this did not seriously disturb him.

Honest accounting practice in this type of contracting requires the setting up and carrying on inventory all steel sheet piling remaining usable after the completion of the job at hand. By the same token, honest bidding requires that salvage of steel piling be taken into account. Did Mr. Cohn consider this? As the writer remembers, he did not say. But Mr. Hart, while admitting that "sometimes" there was a salvage value, went on to say in effect that that was always the cushion he left in the job. Mr. Hoffman, who finally did the work after refusal of defendants to proceed, testified that under the April 24th proposals he estimated steel sheet piling to be $16,902.77 and allowed an estimated salvage of $5,650.00, or a total estimate of $11,252.77 as against the $40,000.00 of defendants. More significant still is the actual cost of steel sheet piling to the State of Oregon upon the job as completed—Mr. Hoffman testified that after use of the steel piling on the job and disposal of the piles after pulling and removing, the net cost of steel sheet piling was $6,141.25—as against the claimed error of defendants in the sum of $40,000.00.

Mr. Paxson figured $22,200 for steel sheet piling. He testified that it is common practice to re-use steel sheet piling at least five times on an average. That some contractors adopt the accounting practice of depreciating steel piling on a 20% basis and even using a 50% basis on his steel estimate of $22,200 would result in a net cost of steel piling on this job of about $11,100. It will be remembered that Mr. Paxson told the Court in effect that there are about 7,500 bridges in the Oregon State Highway System and that he has had something to do with everyone of them. Mr. Paxson is the Chief Bridge Engineer for the State Highway Commission. His knowledge of the accepted practice of extensive re-use of steel piling would certainly seem to be hardly open to question. Yet the defendants not only admit that no salvage allowance was figured in favor of the State of Oregon on this job, but that they always count salvage as additional profit for themselves.

As stated, Mr. Cohn testified that $30,000 low would not worry him seriously; that the first estimate of net cost by Hoffman was slightly over $11,000.00, and the net cost of steel sheet piling actually used on the job was only slightly over $6,000.00. Thus, defendants are claiming $40,000.00 while the undisputed proof is that in any event the item for which an error is claimed should not have been in excess of somewhere between $6,000 and $12,000, which clearly demonstrates that the error claimed of omission of cost of steel sheet piling COULD NOT HAVE BEEN THE BASIC and MATERIAL error asserted for it by defendants—for not even a $30,000 oversight was considered material by Mr. Cohn himself. After hearing from someone in Seattle that their bid was $30,000 low and thinking nothing of it, Mr. Cohn went to California and on his return stopped off at Salem and, as he testified, for the first time learned his low figure was considerably more than $30,000. He returned to Seattle and, with Mr. Hart, tried to decipher their work sheets for the estimate (Exhibits 11 and 12)—something Mr. Hart was unable to do at trial. It was decided to use as a claimed honest error the item of steel sheet piling upon which they placed a figure of $40,000 which still left defendants at the figure of $30,000 low, which figure of $30,000 low did not really bother Mr. Cohn seriously, as he testified. They placed an upset figure on steel sheet piling, allowed no salvage value whatever, and claimed that as their sole and only error, and, further, that it was an honest error and a basic one. The evidence is incontrovertible that the $40,000 should not have been in excess of $12,000, and by Mr. Cohn's own standards was not basic and material to the entire job-bid. Whatever else may have been wrong with the bid of defendants—and the evidence is replete with proof that it was born of at least carelessness and ineptitude—certainly defendants must fail by relying on the particular mistake claimed as the basis for a basic error. By the evidence it is simply not so.

VI

WAS THERE AN INFERABLE ERROR?

Mr. Paxson, witness for both defendants and State Highway Commission, was questioned at great length by both sides and by the Court.

All queries as to inference of error led away from and back to the fulcrum based on the following two questions:

1. Would the bid of $34,000.00 for Unit #1 (Shoring, Cribbing, etc.) as compared to a similar item for a like job and with bids for the same item by other bidders indicate to an experienced observer that defendants had made a mistake in Item #1?

2. Does an examination of defendants' bid with other bids plus a study of his work sheets indicate the presence of an error as to any particular item?

From his vast experience in bridge construction and contract lettings, Mr. Paxson iterated and reiterated that in and of itself the $34,000.00 for Shoring and Cribbing, etc., was no indication of an error in that Unit bid. He demonstrated this by showing the Court (Exhibit #24) a compilation of seventeen jobs, involving shoring, cribbing, etc., bid on during 1950 and 1951. He testified that a great disparity in bids on the item of shoring and cribbing is not at all unusual because of the different practices of the various contractors in setting up their fixed charges and how much of their overhead and profit that they would put into a lump sum item. He cited two of the examples taken from the exhibit, both in 1950,—the low bidder on shoring and cribbing was $5,000, and the high bidder was $35,000 on a job near Roseburg; and another, in which the low bidder on this lump sum unit bid for shoring and cribbing was $35,000 and the high bid was $140,000. The Court is respectfully referred to Exhibit #24 for a more complete tabulation of the experiences of Mr. Paxson during the two years only nearest the time in question. All of which establishes beyond any doubt that the mere fact of the bid of defendants for the lump sum item of Shoring, Cribbing, etc., was only about 50% of next highest bidder on this item such fact could not be even the basis of an inference that there was a mistake as to this item. At another juncture of the long and detailed questioning of this witness, counsel for defendants again returned to the pivotal question of inference from lowness itself and again Mr. Paxson patiently explained about as follows and in effect that he could not say that he would attribute that to any mistake in figuring the shoring and cribbing because as he had pointed out before, the amount of the bid on shoring and cribbing includes so many things in addition to the cost of cofferdam itself that the State Highway Commission anticipates variations all over the sheet on that item, and that as he had pointed out previously, the variations run as high as seven to one, in bids that are furnished by reputable contractors, and depending entirely upon their method of distributing the cost of the work.

Answer to question 2, "Does an examination of defendants' bid with other bids plus a study of his work sheets (Ex. 11 & 12) indicate the presence of an error as to any particular item," proved difficult to the point of impossibility. No one was able to tell the Court just where a basic error might be for the reason that no one, including the defendants, could interpret their own work sheets and intelligently determine just how they handled the fixed charges. And to ascertain just which part or parts of the bid held error, one must know the method defendants used for distributing the cost of the work. Neither Mr. Cohn nor Mr. Hart elected to clear up this matter on the stand. It will be remembered that Mr. Hart, who prepared the yellow sheets (Ex. 11 & 12), and during his abortive efforts to tell the Court what this or that indicated, mentioned the great amount of "scribbling" on the yellow sheets. Counsel for defendants, during long and gruelling examination, attempted to elicit from Mr. Paxson an interpretation from the yellow work sheets of Hart, that which Hart himself either could not or did not care to explain to the Court. At one point it will be recalled that counsel for defendants asked Mr. Paxson a long question that had to do with cost distribution by defendants and this from their own work sheets (Ex. 11 & 12). Mr. Paxson indicated that he was unable to follow the work sheets of defendant at all; that they were so fragmentary and disjointed that he was not able to see and assure himself where the various items went. For instance, he told the Court of the $2,000 item on piling, he did not know whether that was on pile driving or foundation pilings or on shoring. In fact, he continued in going through the work sheet he could not find anything there that referred to foundation piling where was any cost estimate made on it. And as to the concrete item, he found a few figures that seemed to be volume of concrete, but could not see any breakdown or any estimate of the cost of concrete.

Again the Court further questioned Mr. Paxson on these two focal points of information, the Court asking in effect if there was anything in the bid of the State Construction Company indicating that the cost distribution was covered or allocated in the other figures on the other items and Mr. Paxson said in effect that he could not say that there was because as he previously testified he was not able to follow the figuring of defendants on cost items, that is to say, if they figured a certain amount on one item, that might have been what they figured the cost would be, or it might have been what they included in the fixed cost—no one could tell and neither Mr. Cohn nor Mr. Hart elected to inform the Court on these matters.

Be all that as it may it is established beyond any doubt that the mere fact that the bid for Unit #1 (Shoring, Cribbing, etc.) was $34,000.00 and lower than the next highest bid on the same item, was not in and of itself sufficient to indicate to an experienced observer that defendants had made a mistake either in Item #1 or otherwise in their entire bid. It is further established that no one in this proceeding, not even the defendants themselves, could point out to the Court error as to any particular item that would aid or explain the defection claimed by defendants in their bid. AND IT MUST ALWAYS BE KEPT IN MIND THAT DEFENDANTS BY THEIR OWN PLEADINGS ARE LIMITED TO ALLEGED ERROR OF OMISSION AS TO PRICE OF STEEL PILING FOR THE COFFERDAMS. In short, in the bid of defendants, particularly or generally, there was no basis whatever of inferable error.

CONCLUSION

By way of summary, it is noted that whatever other defections might have been shown to exist in the bid of State Construction Company, they have elected to stand upon one item only—the claimed omission to include the cost of steel sheet piling in Unit #1 (Shoring, Cribbing, etc.) in a total sum of $40,000.00.

To justify their refusal to honor their bid bond agreement they must prove:

1. the omission

2. that the cost of $40,000.00 was basic and material
3. that plaintiff should have notice or have inferred that an error existed
4. that error was honestly made
5. that error was not the result of ineptness, and unwise, hasty or careless statements or omissions.

The foregoing requirements as set out by our Supreme Court in the Rushlight case make up the only fundamental questions for consideration by the Court in this case, and in the light of all the testimony it is respectfully submitted and urged upon the Court as follows:

Firstly: that the $40,000.00 for steel piling could not have been in any event, whether included or not, greater than about $12,000.00, and as it developed in actuality only slightly in excess of $6,000.00, and, therefore, by the admitted standard of Mr. Cohn himself, not a basic factor in the bidding or any claimed error.

Secondly: plainly on the basis of the highest type of testimony (Mr. Paxson) and the undisputed record (Ex. 24) there was nothing on the face of defendants' bid to give rise to an inference that a mistake had occurred in the item on Unit #1 or otherwise.

Thirdly: clearly the statements and admissions of defendants themselves impugn their methods of setting up this bid by casting serious doubts on their honesty, diligence and competence to estimate such a job, and spotlights into bold relief a series of acts and omissions in preparing this bid that can lead only to the inescapable conclusion that the entire bid was born of incompetence, ineptness, carelessness, and admitted guesswork.

On page 212 (in the Rushlight Case, 189 Ore.) is found the following: "The proof to establish a mistake in a material part of a contract ought to be free from suspicion, clear and convincing." Again in the same case, at page 245, the Court further says, "It is unnecessary to state once more that the proof in cases of this kind must possess a high degree of cogency." It is submitted that the evidence adduced by the defendants does not meet this standard.

Indeed, under the proven facts of this case, to hold defendants blameless with right to prevail would be to transcend, overreach, and extend the rules of the Rushlight case, which decision, it is submitted, has already reduced to a minimum the value of bid bonds for the protection of the public. This patent truth becomes apparent when it is realized that the Rushlight decision was reached without the benefit of two elements extant in this case: there competency of the estimators was not questioned—here they have been proved incompetent; and, there the materiality of the amount claimed as error was not questioned—here the amount actually proved to be correct has been conclusively demonstrated not to be basis or material.

Therefore, it is urged upon the Court that what we are taught to be the law of the Rushlight case should not be extended but contained within the bounds of its stated rules and facts there considered, to the end that the wise public policy of bid bond procedures be continued and reasonable protection afforded alike to all responsible bidders and the public generally.

RESPECTFULLY SUBMITTED:

C. W. Enfield, Chief Counsel
State Highway Commission

By Charlie Peterson
Assistant Counsel

STATE OF OREGON)
) ss
County of Marion)

I, H. B. Glaisyer, Secretary of the Oregon State Highway Commission, do hereby certify that the attached exerpts from the minutes of the Oregon State Highway Commission of May 25 and 26, 1950, entered in Volume 35, Part 1, pertaining to award of contract to State Construction Company for construction of Marion Street bridge piers, Salem, have been compared by me with the originals, and that the same are true and correct copies of said portions of the minutes and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the official seal of the Oregon State Highway Commission this 20th day of May, 1952.

Secretary
OREGON STATE HIGHWAY COMMISSION

Portland, Oregon
May 25, 1950

The State Highway Commission met in regular session at 9:00 a.m. DST in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't State Highway Engineer
W. W. Stiffler, 2nd Ass't State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
M. H. Hawke, Auditor
H. B. Glaisyer, Secretary

* * * * * *

Alfred H. Cohn, President of the State Construction Company, Seattle, to whom the Commission awarded the contract for the construction of piers for the proposed Marion Street Bridge in Salem, appeared before the Commission in company with his attorney, Mr. E. C. Hart, regarding this project. Mr. Cohn recalled that their offer submitted at the previous meeting was $60,000 below the next low bidder. He said that a review of their calculations revealed a gross error and his company stands to lose considerable money if it undertakes to do the work at the price quoted, so they have decided not to accept the award, particularly in view of the fact that the State Highway Department would not consider a compromise arrangement. He asked the Commission to relieve the company of payment of the penalty under the bid bond, and to return the bond to them. Chairman Chandler advised that the Commission cannot, in good faith and fairness to other bidders, return the bid bond; moreover, it would not be in conformity with past policy of the Commission. He expressed regret that the mistake was made and pointed out that the delay in getting the work underway very likely will result in considerable extra expense to the state. The Highway Commission, he said, is not responsible for the mistake and has no alternative but to declare the company in default and to order recovery of the amount of the bond. He added that if the Commission took any other action it would jeopardize its future position in cases of similar nature. Commissioners Reynolds and McIver indicated concurrence in Chairman Chandler's statements.

Following departure of Mr. Cohn, the Commission authorized the taking of whatever steps are necessary in order to recover the amount of the bid bond.

* * * * * * *

Portland, Oregon
May 26, 1950

The meeting of the State Highway Commission reconvened at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't State Highway Engineer
W. W. Stiffler, 2nd Ass't State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
Malcolm H. Hawke, Auditor
H. B. Glaisyer, Secretary

* * * * * * * *

The Engineer reported that pursuant to authority previously granted him by the Commission, he has awarded contracts as follows, and requested confirmation thereof:

> Construction of the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway, Deschutes County, bids received April 24, Contract awarded May 17 to F. L. Somers, low bidder.
>
> Construction of piers for proposed bridge over Willamette River, Marion Street, Salem; bids received April 24, contract awarded May 5 to State Construction Co., low bidder.

The Commission unanimously approved the awards as reported.

In connection with its consideration of the award of the contract for the construction of piers for the Willamette River Bridge at Salem, the Commission ordered, inasmuch as the State Construction Co. has refused to accept the award, that the amount of the bid bond be collected. The matter was referred to the Chief Counsel to handle details.

* * * * * * *

Proposal } to Pelican 5/20
bid bond ~~[illegible]~~

Performance bond } to Peterson 5/2
contract

Babcock's letter & telegram re award (Phila [illegible] - Supp
[illegible] Const Co [illegible] of Apr 28 ~~[illegible]~~

Material given to Peterson 5/20/52

1. original proposal and certified copy of same
2. " " " " " "
3. copy of contract form that was sent to State Const Co and was returned by them — including bond form
(this copy is stamped "Official copy" and bears Mr Clemens signature approving form)
4. State Const Co letter to Braddock dated April 28
5. certified copy of Braddock's letter to State Const Co dated 5/5/50
6. " " " " telegram " " " " " 5/5/50

FORM E-30 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 6, 1952

SUBJECT: State of Oregon
v.
State Construction Co.
L-1744

To: Mr. H. B. Glaisyer
Secretary
OFFICE

L

Dear Mr. Glaisyer:

I was glad to have talked with you yesterday on the above matter, and suggest that you bring with you to the court room the following items:

1. The original bid bond.
2. The proposal submitted by the State Construction Company.
3. The contract and performance bond as mailed to State Construction Company and returned by them.

One never knows, of course, what will develop in the trial of a law suit, and I would suggest that you throw in your brief case any other item in connection with this case that you feel may possibly be of some assistance on any point that may come up. By the way, the envelope in which the returned performance bond and contract agreement were enclosed may possibly be desirable, if available.

The Clerk of Court advises me that this trial will commence Monday, Tuesday or Wednesday of next week, and I will keep you advised of the exact date, the time and the court.

Thanking you for your assistance, and with kindest personal regards, I am,

Very truly yours,

C. W. ENFIELD
Chief Counsel

By Charlie Peterson
CHARLES PETERSON
Assistant Attorney

CP:sth

RECEIVED
JAN 4 1952
FOR FILING

FORM E-30 25M 11-50 44701

AGENDA

2-d

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 11, 1951

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

Please place on the agenda for discussion at the next meeting the controversy with the State Construction Company concerning its bidder's bond.

Very truly yours,

JM Devers

J. M. DEVERS
Chief Counsel

JMD:amc

NOTED
H. B. GLAISYER

C.C.R.

FOR FILING

FORM E-30 25M 11-50 44701

AGENDA

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 24, 1951

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

Dear Mr. Glaisyer:

On the summary of unfinished business dated February 27, 1951, there is reference to the State's claim against the State Construction Company.

I wish to advise that I have already filed a complaint against the company seeking to recover the bidder's bond.

Yours truly,

J M Devers

J. M. DEVERS
Chief Counsel

JMD:amc

NOTED
H. B. GLAISYER

C.C.R.

3.

FORM E-30X 28M 8-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 22, 1950

SUBJECT: State Construction Company Bond

To: ~~Mr. R. H.~~ Baldock

As you know, I have been instructed by the Commission to institute legal action to recover the amount of the bidder's bond given by the above company in connection with its bid for a portion of the work on the Willamette Bridge at Salem. In that connection I had a conference in Portland Wednesday, November 8, 1950, attended by Mr. Cohn, a member of the firm, Mr. Becken, a Portland attorney, and Mr. Elliott, a Seattle attorney. Mr. Cohn related things which he said were discussed when he met in your office the latter part of April. I believe it was the [illegible]th of April. He says that at that time you told him the contract had not been awarded, but had been referred to you to award when certain matters relative to right of way had been disposed of.

Mr. Glaisyer has given me a written report which purports to represent the Commission's official acts in connection with this matter. In the report he says:

> "Five bids were received, the low one being that of State Construction Company, Seattle, in the amount of $172,[illegible].00. The bid was $[illegible],281.00 below the next low bid. It was satisfactory, but the Commission did not at that time award the contract because right of way in West Salem was not clear. The Commission referred the bids to the Engineer, with authority to award the contract to the State Construction Company as soon as right of way matters had been satisfactorily disposed of. The contract was awarded on May 5, 1950.
>
> "During the progress of the meeting of the Highway Commission on the afternoon of April 24, I received a telephone call from Mr. Cohn, President of the State Construction Company. He called me from Seattle and stated that he understood that his Company was the low bidder for the project, being about $30,000 below the next low bidder, and he said

NOTED
H. B. GLAISYER

> that he would like to come to Salem and discuss with me matters pertaining to the project. I was not definitely certain about the difference between the low bid and the second low bid at that time, so I did not correct him as to the difference. I told him that I would be glad to discuss the contract with him any time he came to Salem."

I am attaching to this letter a copy of Mr. Glaisyer's letter so that you may have in mind all of the statements made by him.

You will note that Mr. Glaisyer says in his letter that the contract was awarded May 5, 1950. I have several times advised that only the Commission can accept or reject a bid and only the Commission can award a contract, for the acceptance or rejection of a bid calls for the exercise of discretion by the members of the Commission. Courts have held and it is now recognized as law that a public official or board vested with discretionary power cannot delegate that power to another. It may have been the intention of the Commission when the bids were opened to accept the bid and award the contract, but the record does not seem to establish that as a fact.

It is because of the legal principle of law declared by the Courts that the calling for bids before all right of way matters have been cleared is a dangerous procedure. In the Portland case recently before the Supreme Court, the bidder called to the attention of the city officials his mistake and he did that before his bid was accepted or the contract awarded. In that case the Court sustained the contractor in his refusal to accept the job.

The record in the instant case, as disclosed in Mr. Glaisyer's letter, shows that Mr. Cohn in his phone conversation with Mr. Glaisyer on April 14th, the day the bids were opened, made known a mistake in his bid. Mr. Cohn conferred with Mr. Glaisyer and later with you before the contract was awarded and advised that because of his mistake and because of the wide difference between his bid and the next lowest bid, he could not and would not take the job. However, the record according to Mr. Glaisyer's letter shows that after he advised that he would not accept the job, the contract was awarded him, namely on May 5th.

The courts have often held that if a bidder makes a mistake and the mistake is apparent to both parties and is not due to inexcusable negligence, the party calling for the bids will not be permitted to take advantage of the mistake. There may be cases when a bidder whose bid embodies a mistake can be legally held responsible, but in such cases the Highway Commission should be in a position to accept the bid promptly and award the contract and record such action in its minutes.

There are cases when a county or a city is involved in the project, or perhaps the Federal Government may be involved. In such cases the

Commission cannot accept the bid or make an award until the county, city or government, as the case may be, has been consulted. When the job involves another interested agency, the bidders should be so advised in the call for bids, but even that will not deny to a bidder, who in time serves notice of a mistake, if the mistake is an honest mistake and is not chargeable to wilful negligence or improvidence, the right to be heard.

In the instant case the bidder says that when he was in your office he was advised that his bid had not yet been accepted, nor had the contract been awarded. Mr. Glaisyer's record states that the commission did not award the contract until May 5th.

I have not abandoned any and all purpose of filing a complaint, but the situation does not look too bright. I want an opportunity to discuss this matter further with you in the light of my discussions with Mr. Cohn and his attorneys, Mr. Recken and Mr. Elliott. The Commission is quite insistent that the State's rights in a controversy of this kind be definitely established.

Yours very truly,

J. M. [illegible]

JMD:jk
cc :H.B.Glaisyer
Encl.

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FOR FILING

Salem, Oregon
April 24, 1951

5430 Mr. J. M. Devers

I have carefully read the letter written to you by Mr. Paxson, concerning the State Construction Company's bid bond on the Salem piers, and believe that the interpretation is correct. I have never believed that the omission of the steel sheet piling was the reason for their low bid. We all make mistakes at times, and I think this bid was bona fide but entirely too low.

R. H. Baldock

RHB:hi

FORM E-30X 25M 8-50 42289

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 20, 1951

SUBJECT: State Construction Company's
Bid Bond on Salem Piers

Mr. Baldock

To:
Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

This is in reply to your letter of April 18 .

Prior to the opening of bids, representatives of the State Construction Company were in my office once or twice asking about foundation conditions and other matters pertaining to the pier project, and we furnished them all the data that we had. We discussed with them the method of operation which would be most practicable for this project, and it was my recommendation to them that a steel sheet piling cofferdam would be the proper way to handle the job. I believe this was the unanimous consensus of opinion among all the contractors, and certainly Lee Hoffman, who was awarded the contract at the second bid opening, did the job in this manner. These State Construction Company men certainly must have had steel sheet piling in mind when they were figuring the job.

A few days after the bid opening on April 24, Mr. Cohn of the State Construction Company was in this office discussing the project. He was very much disturbed at the difference between his bid and the next low bidder, but he did not intimate to me that he had inadvertently forgotten the steel sheet piles and left the impression with me he had just been too optimistic in figuring the job.

It is my opinion that the claim they are making of forgetting the steel sheet piling is not founded on fact, but is being advanced simply as a leverage to effect the return of their bid bond. It is rather difficult, of course, to attempt to duplicate any figures which they might have made in estimating the job, but, assuming that they did not forget their labor costs and that the low bid was entirely due to the value of the steel sheet piling, a reasonable estimate of what this error might have been can be made.

On the basis of the plans bid upon at the first opening of bids, it would have required approximately 185 tons of steel sheet pile to have cofferdammed all three of the stream piers. I have discussed the matter with Mr. Otto Herman of the General Construction Company, and he tells me that the standard rate for rental on steel sheet piles is $35 per ton for the first month and $5 per ton for each succeeding month. Had the State Construction Company accepted the award in April, their work would have been done in low water and should have progressed quite rapidly. There is no reason to doubt that the average length of time which they would have needed piling would have been not more than three months. The rental rate on steel sheet piles would then be $45 per ton. All of the steel sheet piling for this job could have been rented for less than $8,500. Adding the cost of bringing the piles to the job and returning them would still leave the cost of the sheet piles under $10,000.

The sheet piling will be reflected in the bid item of shoring, cribbing, etc. The average bid on this item of the other four bidders on the job was $132,350. The second low bidder, Lee Hoffman, bid $99,900. The State Construction Company, however, bid $34,000. To allege that the ommission of the cost of the steel sheet piling made a difference of $98,000 below the average low bidder or $66,000 below the second low bidder, when the piling themselves could be rented for less than $10,000, does not seem reasonable.

As a further support for the cost of the steel as estimated above, Lee Hoffman purchased steel piling for this job from the General Construction Company at price of seven cents a pound, and, when the job was done, he sold them back to the General Construction Company for 5½ cents a pound. This makes his total cost of the pile 1½ cents per pound, or $30 per ton. When transportation costs on the piling are added to this figure, it would still leave it below the $45 per ton which I have used in the estimate.

As stated above, I do not feel that State Construction Company's low bid was due to the omission of any one item. I believe that they were simply overly optimistic about the project and that their low bid was the result of this optimism.

Very truly yours,

G. S. Paxson
Bridge Engineer

GSP:gm
cc R. H. Baldock

SM 7-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Apr. 18, 1951

Mr. R. H. Baldock
State Highway Engineer
Office

Dear Mr. Baldock:

In a few days, I expect to file a complaint against the State Construction Company to recover the amount of the bid bond given in connection with the Company's bid for the piers as a part of the new Salem-Willamette River Bridge.

Our case will depend on not only the written proposal, but all conversations which you had with Mr. Cohn or other members of the firm. I wish you would give me a statement of any conversations, and also advise me as to whether or not, when the bid was opened and read, there was anything at all that indicated or suggested to the Commission that a mistake may have been made, and if so, the nature of the mistake. I believe that the bidder claims that he omitted a quantity of steel. Is there anything in the proposal which would disclose an omission of that kind?

As soon as I can, I would like to talk to you about this case, and I would like to get a full written statement so that I can analyze the facts in preparation for trial.

I am attaching a copy of the complaint.

Yours very truly,

JM Devers
J. M. DEVERS

JMD:FRC

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FOR FILING

[illegible]

[illegible]

April 19, 1951

J. M. Devers
Chief Counsel

NOTED
H. B. GLAISYER

Dear Mr. Devers:

In your letter of April 18 you ask me to review my previous statement to you concerning my conversation with Mr. Cohn of the State Construction Company regarding his refusal to accept the contract for the construction of the Marion Street Bridge Piers.

I have reviewed the statement, a copy of which I attach, and can think of no additions to make. It appears to cover my small part in the matter quite thoroughly as I recall now after the lapse of one year's time.

If I can be of any further help I will be glad to respond upon request.

Respectfully yours,

Secretary

HBG/fm

Enc.

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

Apr. 18, 1951

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Mr. Glaisyer:

I am filing a complaint against the State Construction Company to recover the amount of the Company's bid bond in connection with the piers for the new bridge at Salem.

You had some conversations with Mr. Cohn, and I would like to have a full rehearsal of those because I understand that the bidder claims that a mistake was made in his bid, that he omitted a vital amount of money, that he told you of all of those things and that he advised you that because of the omission he couldn't accept the contract, and he asked that his bid bond be returned. I think you have in the files a statement, but I wish you would review that and see if there are other items that should be presented.

I am attaching a copy of the complaint.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:FRC

ANSWERED
H. B. GLAISYER

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, Plaintiff, vs. STATE CONSTRUCTION COMPANY, a corporation, and CONTINENTAL CASUALTY COMPANY, a corporation, Defendants.	**S U M M O N S**

TO: STATE CONSTRUCTION COMPANY and CONTINENTAL CASUALTY COMPANY, Defendants:

IN THE NAME OF THE STATE OF OREGON: You are hereby required to appear and answer the complaint filed against you in the above-entitled action within ten days from the date of the service of this summons upon you, if served within this County, or if served within any other county in this State then within twenty days from the date of the service of this summons upon you; or if served outside of this State, but within the United States, then within four weeks from the date of the service of this summons upon you; or if served outside of the United States, but within a territory of the United States, then within ten weeks from the date of the service of this summons upon you; or if served within a foreign country then within twenty weeks from the date of the service of this summons upon you; and if you fail to answer, for want thereof the plaintiff will take judgment against you as demanded in the complaint.

GEORGE NEUNER
Attorney General of the State of Oregon

J. M. DEVERS
Assistant Attorney General and Chief Counsel for the State Highway Commission

C. W. ENFIELD
Assistant Counsel for the State Highway Commission

FRED A. MILLER
Assistant Counsel for the State Highway Commission

Attorneys for Plaintiff
P. O. Address: Salem, Oregon

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF MULTNOMAH

STATE OF OREGON, by and through its State Highway Commission, composed of Ben R. Chandler, Charles H. Reynolds, and M. K. McIver,

Plaintiff,

vs.

STATE CONSTRUCTION COMPANY, a corporation, and CONTINENTAL CASUALTY COMPANY, a corporation,

Defendants.

COMPLAINT

Comes now the above-named plaintiff and for its cause of action against the above-named defendants and each of them complains and alleges the following facts:

I.

That during all the times hereinafter mentioned the above-named Ben R. Chandler, Charles H. Reynolds, and M. K. McIver, or their predecessors in office, were and still are the duly appointed, qualified, and acting members of the Oregon State Highway Commission, and constituted and now constitute the said Commission; that said Ben R. Chandler is and was during all the times hereinafter mentioned the duly elected, qualified, and acting Chairman of said Commission; that immediately after the organization of said Highway Commission and prior to entering upon any of the proceedings, and prior to the discharge of any of its duties hereinafter mentioned, the said Commission appointed a State Highway Engineer, who immediately thereafter qualified and entered upon the discharge of his duties, and the said Commission is and was during all the said times and respects organized as by law provided and required.

II.

That the defendant State Construction Company is a corporation duly organized and existing under the laws of the State of Washington and is authorized to transact business in the State of Oregon, especially the business of constructing highways and bridges.

III.

That the defendant Continental Casualty Company is a corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the City of Chicago and said defendant Continental Casualty Company is authorized to transact business in the State of Oregon, especially the business of furnishing bonds, undertakings, and other obligatory instruments of similar character.

IV.

The State Highway Commission is authorized and empowered to lay out, locate, construct, reconstruct, improve and maintain state highways, including necessary bridges, culverts and other highway structures and facilities.

V.

That the highway known and designated as the Salem - Dallas Highway is a state highway and is, therefore, a highway under the jurisdiction and control of the State Highway Commission.

VI.

Said highway has been permanently located by the State Highway Commission and as so located the route of the same crosses the Willamette River within the corporate limits of the City of Salem, Oregon, the easterly end or approach of which said river crossing is on Marion Street in said City of Salem and the westerly end or approach connects with the said Salem - Dallas Highway in Polk County, Oregon.

VII.

The State Highway Commission found it to be in public interests to construct a bridge spanning said Willamette River, the purpose of which is to connect said Salem - Dallas Highway with Marion Street in said City of Salem and, therefore, and for such purpose, said Commission caused plans, specifications and other engineering data to be prepared for use and employment in connection with a call for competitive bids for the construction of piers numbered one to five as a part of said proposed bridge structure.

VIII.

In furtherance of the plan and purpose of said State Highway Commission, a call was issued and published for competitive bids for the construction and installation of said piers, which call provided and requested that competitive bids for said work be submitted to and filed with the Commission for consideration at a meeting to be held on the 24th day of April, 1950, in the Green Room of The Imperial Hotel in Portland, Oregon, at 9:00 a.m. of said day, said bids to be then and there opened and publicly read and considered, and the lowest and best of said bids determined by the Commission.

IX.

That prior to April 24, 1950, the defendant State Construction Company, qualified as required by Oregon Law, which law fixes and determines the manner and extent to which bidders may and must qualify for bidding on State Highway construction jobs.

X.

That prior to April 24, 1950, the defendant State Construction Company applied to the Highway Commission and was, in response to such request and application, furnished the necessary bid proposal form and all other necessary data needed and required for the submission of a bid for the construction of said piers and the work covered in said bid proposal and call for bids.

XI.

That thereafter, to wit: On the 24th day of April, 1950, prior to the hour of 9:00 a.m. of said day the said defendant State Construction Company submitted to and filed with the Highway Commission in the Green Room of The Imperial Hotel in Portland, Oregon, its written bid and proposal, for and by which said defendant State Construction Company offered to construct the said bridge piers and other work called for in said proposal, all in accordance with the plans, specifications and other engineering data provided by and incorporated in the said call for competitive bids.

XII.

That on said 24th day of April, 1950, all bids submitted for said project were opened by the Commission, publicly read on the date and at the place fixed, and among other bids and proposals submitted was a bid and proposal offered and submitted by the defendant State Construction Company, which bid and proposal for said work was and is in the total sum and amount of $172,699.00.

XIII.

That the bid submitted by said defendant State Construction Company was accompanied and supported by a bidder's bond, in which bidder's bond the defendant State Construction Company was named as principal and the defendant Continental Casualty Company was named as surety.

XIV.

That there is attached hereto, and by this reference made a part hereof, a true and correct copy of the bid and proposal made by the defendant State Construction Company, and there is also attached hereto and by this reference made a part hereof a true and correct copy of the bidder's bond submitted in connection with and as a part of said bid and in which bond the State Construction Company is named as principal and the Continental Casualty Company is named as surety.

XV.

That the condition of said bidder's bond was and is, as follows:

> "The condition of this bond is such that, whereas the principal herein is herewith submitting his or its proposal for the following highway construction, to wit:
>
> State Highway Bridge Construction on the Salem - Dallas Highway in Marion - Polk County over Willamette River, Bridge No. 7253, said bid and proposal, by reference thereto, being hereby made a part hereof,
>
> Now, Therefore, if the said proposal and bid submitted by the said principal be accepted, and the contract be awarded to said principal, and if the said principal shall enter into and execute the said contract and shall furnish bond as required by the State Highway Commission within the time fixed by said Commission, then this obligation shall be void; otherwise to remain in full force and effect."

XVI.

That the amount of said bid bond is the sum of $8,634.95, which sum or amount is arrived at and determined by computing 5 per cent of the said bid, namely, 5 per cent of $172,699.00, which equals the said sum of $8,634.95.

XVII.

That upon consideration by the Commission of all bids and proposals submitted on said 24th day of April, 1950, for said project, it was found and determined by the Commission that the said bid of the defendant State Construction Company, in the sum of $172,699.00, was the lowest and best bid offered and, therefore, said bid was by the Highway Commission accepted and the contract for the construction of said five bridge piers and other related work was awarded to said defendant State Construction Company.

XVIII.

That thereafter and in due time, the proper and required form of construction contract and the proper and required form of performance bond were prepared and submitted to said defendant State Construction Company for execution and for return to the Highway Commission, but said defendant State Construction Company refused to accept the said contract and refused and failed to execute said contract and performance bond.

XIX.

That by reason of the refusal and failure of said defendant State Construction Company to execute the said contract and the said performance bond said defendant State Construction Company became and is in default in connection with its obligation as fixed in said bond and proposal.

XX.

That the Highway Commission having declared said bidder, the defendant State Construction Company, to be in default in the performance of its said obligation, made demands on said defendant State Construction Company and on said defendant Continental Casualty Company for payment of the amount of said bid bond, namely, the sum of $8,634.95, which said defendants and each of them refused, and still refuses, to pay said claim and amount.

XXI.

That there is now due and owing the State of Oregon, by and through its State Highway Commission, from said defendants and each of them the said sum of $8,634.95.

WHEREFORE, Plaintiff prays for judgment against the defendants and each of them in the sum of $8,634.95 and judgment for plaintiff's costs and disbursements incurred in the prosecution of this action.

GEORGE NEUNER
Attorney General of the State of Oregon

J. M. DEVERS
Assistant Attorney General and Chief
Counsel for the State Highway Commission

C. W. ENFIELD
Assistant Counsel for the State Highway Commission

FRED A. MILLER
Assistant Counsel for the State Highway Commission

Attorneys for Plaintiff

FORM E-30X 18M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 27, 1950

SUBJECT:

To: J. M. Devers
Chief Counsel

You have asked me to furnish you certain information concerning a contract that was awarded to State Construction Company of Seattle for construction of the Marion Street Bridge piers, Salem. I am pleased to respond.

This project was first advertised for bids to be received at 9:00 a.m. DST, on Monday, April 24, 1950.

Five bids were received, the low one being that of State Construction Company, Seattle, in the amount of $172,699.00. The bid was $60,281.00 below the next low bid. It was satisfactory, but the Commission did not at that time award the contract because right of way in West Salem was not clear. The Commission referred the bids to the Engineer, with authority to award the contract to the State Construction Company as soon as right of way matters had been satisfactorily disposed of. The contract was awarded on May 5, 1950.

During the progress of the meeting of the Highway Commission on the afternoon of April 24, I received a telephone call from Mr. Cohn, President of the State Construction Company. He called me from Seattle and stated that he understood that his Company was the low bidder for the project, being about $30,000 below the next low bidder, and he said that he would like to come to Salem and discuss with me matters pertaining to the project. I was not definitely certain about the difference between the low bid and the second low bid at that time, so I did not correct him as to the difference. I told him that I would be glad to discuss the contract with him any time he came to Salem.

A few days later he called at my office and again mentioned a difference of $30,000 between his bid and the next low bid. In the meantime I had familiarized myself with the difference, which, as stated above, was $60,281, and I so informed him. He appeared to be greatly surprised and stated that because of the great difference in the amounts of the bids he would have to go back to Seattle and discuss it with his associates. He assured me that State Construction Company had intended to accept the award of the contract if the difference between the two low bids was only $30,000, but he could not give me that assurance in view of the $60,000 difference.

I suggested to Mr. Cohn that while in Salem he should consult with the Engineers regarding the project, and he did so. I am not certain whether he discussed it with Mr. Baldock or with Mr. Williams, but I am certain that he did discuss the project with Mr. Paxson.

In my talk with Mr. Cohn, he stated that they had made a mistake in one of the items, particularly sheet piling, but that the Company had decided to absorb their loss in this particular item had the difference between the two low bids not exceeded $30,000, but he doubted very much that they could afford to take the loss on the $60,000 difference. He also said that this was the first time that he had ever submitted a bid to the Oregon State Highway Commission, and that it was their desire to carry through on this contract in order to establish themselves with this department. Incidentally, he mentioned that he had at one time, years ago, worked for the Oregon Highway Department in the engineering division in Eastern Oregon.

The above constitutes about all of our discussion.

In your letter you also asked for a copy of the calls for bids. A copy is attached. You also asked for the bid proposal and the bidder's bond. These are also attached. I also attach copies of minute entries disclosing the action taken by the State Highway Commission referring the bid to the Engineer with the power to award the contract when certain conditions had been satisfied, and confirming the Engineer's award of the contract on May 5. I also enclose a copy of the minute entry covering Mr. Cohn's appearance before the Highway Commission at its meeting on May 25, when he asked the Commission to release him from his obligation on the bid bond.

I believe you have copies of all of the correspondence, including telegrams and letters, which has accumulated since the contract was awarded to the State Construction Company. Any other information that I can give you to help you with this case I will be glad to submit upon request.

HBG/fm/mrs/fm

Enc.

(Signed) H. B. Glaisyer
Secretary

COPY

FORM E-30X 15M 5-48 22204

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 27, 1950

SUBJECT:

To:

J. M. Devers
Chief Counsel

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The above constitutes about all of our discussion.

In your letter you also asked for a copy of the calls for bids. A copy is attached. You also asked for the bid proposal and the bidder's bond. These are also attached. I also attach copies of minute entries disclosing the action taken by the State Highway Commission referring the bid to the Engineer with the power to award the contract when certain conditions had been satisfied, and confirming the Engineer's award of the contract on May 5. I also enclose a copy of the minute entry covering Mr. Cohn's appearance before the Highway Commission at its meeting on May 25, when he asked the Commission to release him from his obligation on the bid bond.

I believe you have copies of all of the correspondence, including telegrams and letters, which has accumulated since the contract was awarded to the State Construction Company. Any other information that I can give you to help you with this case I will be glad to submit upon request.

HBG/fm/mrs/fm

Enc.

(Signed) H. B. Glaisyer
Secretary

COPY

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U-222 (1)

221

Salem, Oregon
January 3, 1951

Bid Bond of
State Construction Co.

Mr. J. M. Devers

In response to your communication of November 22, regarding the State Construction Company's bond, advise that I asked Mr. Paxson for his opinion which he has given in the attached letter. Mr. Paxson had a closer contact with the bidder than any other person in this organization, and it is his opinion that he was overly optimistic in his bid and did not make any single error that contributed to the amount bid.

It is certain that the contractor cost the State additional money and only by a very narrow margin was the contractor who finally was awarded the work able to get the concrete in the piers before high water. The five weeks delay could have delayed the project for a year. As it is, the five weeks delay has cost the contractor additional money, which is unquestionably reflected in his bid.

I agree with Mr. Paxson that, if the law is such that the contractor, upon finding himself low bidder, can withdraw his bid simply by alleging a mistake, the expense of bid bonds, which is considerable over a period of time, is a waste of public funds.

It is my recommendation that all legal efforts be taken toward collecting the bond and, if that be unsuccessful, that perhaps consideration be given toward the elimination of bid bonds and the requirement for the posting of certified checks.

R. H. Baldock

RHB:hi
Attach.
cc Mr. Williams
Mr. Paxson

FORM E-30 25M 6-50 42283

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 2, 1951

SUBJECT: Bid Bond of
State Construction Co.

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

I am returning herewith Mr. Devers' letter concerning collection on bid bond submitted by the State Construction Company for the piers for the Marion Street Bridge. I am not, of course, familiar with the legal aspects of this matter, but it would seem to me that, if the bid bond on this project is not any good, we are going through a lot of lost motion in requiring bid bonds at all. I do not think there is any question but what the State Construction Company's bid for the work was too low, and had they gone ahead with the project they would probably have sustained greater loss than is represented by the amount of the bid bond. At the same time I do not believe that the State Construction Company made any single error in submitting their bid. When Mr. Cohn talked to me at this office shortly after the opening of bids, he did not mention anything about forgetting the cost of steel sheet piling or any other single item. It is my opinion that he was overly optimistic about the job and bid too low.

His refusal to accept the award has, in my opinion, cost the State more than the amount of the bid bond. It delayed the start of work on the project for more than a month and has forced us into winter construction, which, with high-water conditions that have prevailed this winter, has been very costly to our contractor and has delayed the completion of the work.

If the law is such that the contractor, upon finding himself low bidder, can withdraw his bid simply by alleging a mistake, the taking of bid bonds to insure acceptance of the contract is pretty much a waste of time.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
Attached

NOTED
G.S.PAXSON

FORM E-30 25M 6-50 42288

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 22, 1950

SUBJECT: State Construction Company Bond

To: Mr. R. H. Baldock

Paxson

Will you please read this and advise me of your opinion about this matter.

As you know, I have been instructed by the Commission to institute legal action to recover the amount of the bidder's bond given by the above company in connection with its bid for a portion of the work on the Willamette Bridge at Salem. In that connection I had a conference in Portland Wednesday, November 8, 1950, attended by Mr. Cohn, a member of the firm, Mr. Recken, a Portland attorney, and Mr. Elliott, a Seattle attorney. Mr. Cohn related things which he said were discussed when he met in your office the latter part of April. I believe it was the 28th of April. He says that at that time you told him the contract had not been awarded, but had been referred to you to award when certain matters relative to right of way had been disposed of.

Mr. Glaisyer has given me a written report which purports to represent the Commission's official acts in connection with this matter. In the report he says:

> "Five bids were received, the low one being that of State Construction Company, Seattle, in the amount of $172,699.00. The bid was $60,281.00 below the next low bid. It was satisfactory, but the Commission did not at that time award the contract because right of way in West Salem was not clear. The Commission referred the bids to the Engineer, with authority to award the contract to the State Construction Company as soon as right of way matters had been satisfactorily disposed of. The contract was awarded on May 5, 1950.
>
> "During the progress of the meeting of the Highway Commission on the afternoon of April 24, I received a telephone call from Mr. Cohn, President of the State Construction Company. He called me from Seattle and stated that he understood that his Company was the low bidder for the project, being about $30,000 below the next low bidder, and he said

that he would like to come to Salem and discuss with me matters pertaining to the project. I was not definitely certain about the difference between the low bid and the second low bid at that time, so I did not correct him as to the difference. I told him that I would be glad to discuss the contract with him any time he came to Salem."

I am attaching to this letter a copy of Mr. Glaisyer's letter so that you may have in mind all of the statements made by him.

You will note that Mr. Glaisyer says in his letter that the contract was awarded May 5, 1950. I have several times advised that only the Commission can accept or reject a bid and only the Commission can award a contract, for the acceptance or rejection of a bid calls for the exercise of discretion by the members of the Commission. Courts have held and it is now recognized as law that a public official or board vested with discretionary power cannot delegate that power to another. It may have been the intention of the Commission when the bids were opened to accept the bid and award the contract, but the record does not seem to establish that as a fact.

It is because of the legal principle of law declared by the Courts that the calling for bids before all right of way matters have been cleared is a dangerous procedure. In the Portland case recently before the Supreme Court, the bidder called to the attention of the city officials his mistake and he did that before his bid was accepted or the contract awarded. In that case the Court sustained the contractor in his refusal to accept the job.

The record in the instant case, as disclosed in Mr. Glaisyer's letter, shows that Mr. Cohn in his phone conversation with Mr. Glaisyer on April 24th, the day the bids were opened, made known a mistake in his bid. Mr. Cohn conferred with Mr. Glaisyer and later with you before the contract was awarded and advised that because of his mistake and because of the wide difference between his bid and the next lowest bid, he could not and would not take the job. However, the record according to Mr. Glaisyer's letter shows that after he advised that he would not accept the job, the contract was awarded him, namely on May 5th.

The courts have often held that if a bidder makes a mistake and the mistake is apparent to both parties and is not due to inexcusable negligence, the party calling for the bids will not be permitted to take advantage of the mistake. There may be cases when a bidder whose bid embodies a mistake can be legally held responsible, but in such cases the Highway Commission should be in a position to accept the bid promtply and award the contract and record such action in its minutes.

There are cases when a county or a city is involved in the project, or perhaps the Federal Government may be involved. In such cases the

Commission cannot accept the bid or make an award until the county, city or government, as the case may be, has been consulted. When the job involves another interested agency, the bidders should be so advised in the call for bids, but even that will not deny to a bidder, who in time serves notice of a mistake, if the mistake is an honest mistake and is not chargeable to wilful negligence or improvidence, the right to be heard.

In the instant case the bidder says that when he was in your office he was advised that his bid had not yet been accepted, nor had the contract been awarded. Mr. Glaisyer's record states that the commission did not award the contract until May 5th.

I have not abandoned any and all purpose of filing a complaint, but the situation does not look too bright. I want an opportunity to discuss this matter further with you in the light of my discussions with Mr. Cohn and his attorneys, Mr. Recken and Mr. Elliott. The Commission is quite insistent that the State's rights in a controversy of this kind be definitely established.

Yours very truly,

J M Devers

J. M. DEVERS

JMD:jk
cc :H.B.Glaisyer
Encl.

C O P Y

FORM E-30 25M 8-50 40300

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 27, 1950

SUBJECT:

To: J. M. Devers
Chief Counsel

You have asked me to furnish you certain information concerning a contract that was awarded to State Construction Company of Seattle for construction of the Marion Street Bridge piers, Salem. I am pleased to respond.

This project was first advertised for bids to be received at 9:00 a. m. DST, on Monday, April 24, 1950.

Five bids were received, the low one being that of State Construction Company, Seattle, in the amount of $172,699.00. The bid was $60,281.00 below the next low bid. It was satisfactory, but the Commission did not at that time award the contract because right of way in West Salem was not clear. The Commission referred the bids to the Engineer, with authority to award the contract to the State Construction Company as soon as right of way matters had been satisfactorily disposed of. The contract was awarded on May 5, 1950.

During the progress of the meeting of the Highway Commission on the afternoon of April 24, I received a telephone call from Mr. Cohn, President of the State Construction Company. He called me from Seattle and stated that he understood that his Company was the low bidder for the project, being about $30,000 below the next low bidder, and he said that he would like to come to Salem and discuss with me matters pertaining to the project. I was not definitely certain about the difference between the low bid and the second low bid at that time, so I did not correct him as to the difference. I told him that I would be glad to discuss the contract with him any time he came to Salem.

A few days later he called at my office and again mentioned a difference of $30,000 between his bid and the next low bid. In the meantime I had familiarized myself with the difference, which, as stated above, was $60,281, and I so informed him. He appeared to be greatly surprised and stated that because of the great difference in the amounts of the bids he would have to go back to Seattle and discuss it with his associates. He assured me that State Construction Company had intended to accept the award of the contract if the difference between the two low bids was only $30,000, but he could not give me that assurance in view of the $60,000 difference.

C O P Y

I suggested to Mr. Cohn that while in Salem he should consult with the Engineers regarding the project, and he did so. I am not certain whether he discussed it with Mr. Baldock or with Mr. Williams, but I am certain that he did discuss the project with Mr. Paxson.

In my talk with Mr. Cohn, he stated that they had made a mistake in one of the items, particularly sheet piling, but that the Company had decided to absorb their loss in this particular item had the difference between the two low bids not exceeded $30,000, but he doubted very much that they could afford to take the loss on the $60,000 difference. He also said that this was the first time that he had ever submitted a bid to the Oregon State Highway Commission, and that it was their desire to carry through on this contract in order to establish themselves with this department. Incidentally, he mentioned that he had at one time, years ago, worked for the Oregon Highway Department in the engineering division in Eastern Oregon.

The above constitutes about all of our discussion.

In your letter you also asked for a copy of the calls for bids. A copy is attached. You also asked for the bid proposal and the bidder's bond. These are also attached. I also attach copies of minute entries disclosing the action taken by the State Highway Commission referring the bid to the Engineer with the power to award the contract when certain conditions had been satisfied, and confirming the Engineer's award of the contract on May 5. I also enclose a copy of the minute entry covering Mr. Cohn's appearance before the Highway Commission at its meeting on May 25, when he asked the Commission to release him from his obligation on the bid bond.

I believe you have copies of all of the correspondence, including telegrams and letters, which has accumulated since the contract was awarded to the State Construction Company. Any other information that I can give you to help you with this case I will be glad to submit upon request.

HBG/fm/mrs

Enc.

(Signed) H. B. Glaisyer,
Secretary

C O P Y

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

11-322 (1)

July 31, 1950

State Construction Company
1245 Poplar Place
Seattle 44, Washington

Attention: Mr. Alfred [illegible] Co[illegible], President

NOTED
W. C. WILLIAMS

Gentlemen:

Upon my return to the office after a week's absence I found on my desk your letter of the 24th relative to a controversy involving the bidder's bond given by State Construction Company in support of its bid submitted to the Highway Commission covering the construction of five piers on Marion Street as a part of a bridge over the Willamette River.

I have received today a letter on this same subject from Mr. Bruce representing Continental Casualty Company.

I have discussed this matter further with the Highway Commission during the past week and it is still the Commission's instructions that I proceed to collect the amount of the bond even if a resort to litigation is necessary.

In my reply to Mr. Bruce I told him that as soon as I can clear my desk of some accumulated work during my absence I will go into this subject further and if it appears then that a conference would prove helpful I will suggest it.

For your files I am enclosing a copy of my letter to Mr. Bruce.

Yours very truly,

J. M. DEVERS

JMD:JK
Encl.
cc:R.H. Baldock
W.W.Stiffler

Williams

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COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

**OREGON
STATE HIGHWAY COMMISSION**
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

July 31, 1950

Mr. Warner M. Bruce
℅ Continental Casualty Company
1411 Fourth Avenue Building
Seattle 1, Washington

Re: Bond #916594
State Construction Co.

NOTED
W. C. WILLIAMS

Dear Mr. Bruce:

I acknowledge receipt of your letter of the 25th relative to the bidder's bond given by the State Construction Company in support of its bid submitted to the State Highway Commission for some bridge construction.

I also have a letter from the State Construction Company on the same subject and I anticipate that a conference may be suggested to determine whether or not this controversy can be settled without litigation.

I have been absent from the office for a week and necessarily have on my desk a lot of matters which must be taken care of, but as soon as they are out of the way I will give your suggestion further attention and if it appears that a conference may prove valuable I will suggest one. On the other hand, if you feel that a conference will be worthwhile and appropriate I shall be glad to hear from you.

Yours very truly,

J. M. DEVERS

JMD:JK
cc State Construction Company
W.W.Stiffler
R.H.Baldock

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7/10/50

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

July 18, 1950

SUBJECT:

NOTED
H. B. GLAISYER

To:

State Construction Company
1245 Poplar Place
Seattle 44, Washington

Continental Casualty Company
Wilcox Building
Portland, Oregon

Gentlemen:

The Oregon State Highway Commission called for competitive bids to be received at 9:00 on Monday, April 24, 1950 in the Green Room of the Imperial Hotel, Portland, Oregon, for the construction of five piers for the Marion Street bridge over the Willamette River in Salem, Marion County, Oregon.

Bids were received in response to said call and for said project, which bids were opened and publicly read on April 24, 1950 at the place and at the time announced in the call. Among the bids received was a bid submitted by the State Construction Company, a corporation.

The bid of the State Construction Company, a corporation, was deemed by the Highway Commission, after comparison with the other bids received, the lowest and best bid submitted and said was accepted by the Commission on the date received.

Subsequently a form of contract was prepared and was accompanied by a form of performance bond, both of which instruments were submitted for execution.

You refused to execute the contract and performance bond and returned the instruments to the State Highway Commission.

The bid of the State Construction Company, a corporation, was accompanied by a bidder's bond executed by the State Construction Company, a corporation, as principal and by the Continental Casualty Company as surety. That bond was in the sum of five percent of the total amount of the bid and the total amount of the bid was $172,699.

Five percent of the total amount of the bid is $8,634.95. Therefore the amount of the bidder's bond is $8,634.95.

State Construction Company
Continental Casualty Company

July 18, 1950
Page 2

When the said bidder submitted its bid to the Commission and accompanied the bid with its proposal bond it was on the condition that if awarded the contract the bidder would execute the form of contract required and the form of performance bond. As I have stated, both contract and bond were prepared ans submitted for execution, but they were not executed but were returned unexecuted. When the bidder's bond was submitted with the bid of said corporation it was on the condition and understanding that upon failure to execute the contract and performance bond the bidder would forfeit the bond in the full amount to the State of Oregon.

The State Construction Company, a corporation has, as I have stated, refused to executed the contract and bond required and is therefore in default, and the Highway Commission demands that the amount of said bond, to-wit the sum of $8,634.95, be forfeited and paid to the State of Oregon by and through its Highway Commission.

This notice and demand are being sent by registered mail and an early reply requested.

Yours very truly,

J. M. DEVERS

JMD:JK
Registered Mail

AGENDA
JUL 1 0 1950

2-C

Mr. Devers

Discuss recovery on bid bond furnished by State Const. Co. in connection with proposal to construct Salem bridge pier - He will recommend that Commission "DO NOT ATTEMPT RECOVERY".

C.C.R.

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1950
FOR FILING

July 17, 1950

J. M. Devers,
Chief Counsel

You have asked me to furnish you certain information concerning a contract that was awarded to State Construction Company of Seattle for construction of the Marion Street Bridge piers, Salem. I am pleased to respond.

This project was first advertised for bids to be received at 9:00 a.m. DST, on Monday, April 24, 1950.

Five bids were received, the low one being that of State Construction Company, Seattle, in the amount of $172,699.00. The bid was $60,281.00 below the next low bid. It was satisfactory, but the Commission did not at that time award the contract because right of way in West Salem was not clear. The Commission referred the bids to the Engineer, with authority to award the contract to the State Construction Company as soon as right of way matters had been satisfactorily disposed of. The contract was awarded on May 5, 1950.

During the progress of the meeting of the Highway Commission on the afternoon of April 24, I received a telephone call from Mr. Cohn, President of the State Construction Company. He called me from Seattle and stated that he understood that his Company was the low bidder for the project, being about $30,000 below the next low bidder, and he said that he would like to come to Salem and discuss with me matters pertaining to the project. I was not definitely certain about the difference between the low bid and the second low bid at that time, so I did not correct him as to the difference. I told him that I would be glad to discuss the contract with him any time he came to Salem.

A few days later he called at my office and again mentioned a difference of $30,000 between his bid and the next low bid. In the meantime I had familiarized myself with the difference, which, as stated above, was $60,281, and I so informed him. He appeared to be greatly surprised and stated that because of the great difference in the amounts of the bids he would have to go back to Seattle and discuss it with his associates. He assured me that State Construction Company had intended to accept the award of the contract if the difference between the two low bids was only $30,000, but he could not give me that assurance in view of the $60,000 difference.

I suggested to Mr. Cohn that while in Salem he should consult with the Engineers regarding the project, and he did so. I am uncertain whether he discussed it with Mr. Baldock or with Mr. Williams, but I am certain that he did discuss the project with Mr. Paxson.

In my talk with Mr. Cohn, he stated that they had made a mistake in one of the items, particularly sheet piling, but that the Company had decided to absorb their loss in this particular item had the difference between the two low bids not exceeded $30,000, but he doubted very much that they could afford to take the loss on the $60,000 difference. He also said that this was the first time that he had ever submitted a bid to the Oregon State Highway Commission, and that it was their desire to carry through on this contract in order to establish themselves with this department. Incidentally, he mentioned that he had at one time, years ago, worked for the Oregon Highway Department in the engineering division in Eastern Oregon.

The above constitutes about all of our discussion.

In your letter you also asked for a copy of the call for bids. A copy is attached. You also asked for the bid proposal and the bidder's bond. These are also attached. I also attach copies of minute entries disclosing the action taken by the State Highway Commission referring the bid to the Engineer with the power to award the contract when certain conditions had been satisfied, and confirming the Engineer's award of the contract on May 5. I also enclose a copy of the minute entry covering Mr. Cohn's appearance before the Highway Commission at its meeting on May 25, when he asked the Commission to release him from his obligation on the bid bond.

I believe you have copies of all of the correspondence, including telegrams and letters, which has accumulated since the contract was awarded to the State Construction Company. Any other information that I can give you to help you with this case I will be glad to submit upon request.

HBG/fm

Secretary

Enc.

FORM E-125 30M 5-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

w Copy

July 13, 1950

Mr. H. B. Glaisyer, Secretary
State Highway Commission
Office

Dear Mr. Glaisyer:

In connection with the bidder's bond given by the State Construction Company of Seattle, which bond the Commission ordered forfeited, I yesterday requested information from you so that I can frame a formal demand for the Commission.

So that you may not have to charge your memory with what I said orally, the following are items or records I would like:

1. Copy of call for bid with accompanying information. ✓
2. Bid proposal and bidder's bond. ✓
3. Minute entry disclosing action taken by the Commission. ✓
4. x Reproduction of telephone conversation between you and the contractor.
5. x Narration of oral discussions between you and the contractor in the Salem office.
6. Minute entry of award of contract. ✓
7. Any other developments which you have. ✓

Yours very truly,

J. M. Devers

J. M. DEVERS

JMD:FRC

ANSWERED
H. B. GLAISYER

30M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
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H. B. GLAISYER
SECRETARY

July 13, 1950

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State Highway Commission
Office

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✓ 2. Bid proposal and bidder's bond. ✓
✓ 3. Minute entry disclosing action taken by the Commission. ✓
HBG 4. Reproduction of telephone conversation between you and the contractor. ✓
HBG 5. Narration of oral discussions between you and the contractor in the Salem office. ✓
✓ 6. Minute entry of award of contract. ✓
✓ 7. Any other developments which you have. ✓

Yours very truly,

/s/ J. M. Devers
J. M. DEVERS

JMD:FRC

EXCERPTS FROM MINUTES OF HIGHWAY COMMISSION MEETINGS HELD APRIL 24 AND 25 AND MAY 25 AND 26, 1950

Portland, Oregon
April 24, 1950
Page 16730

The State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't. State Highway Engineer
W. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
M. E. Hawke, Auditor
H. B. Glaisyer, Secretary

Bids as follows for highway construction were opened and read aloud by the Secretary, pursuant to previously published notice, following which Chairman Chandler announced that the awards of contracts would be made at 3:00 p.m. in the same room.

* * * * * *

Page 16731

MARION AND POLK COUNTIES

Marion Street Bridge over Willamette River at Salem. Federal Aid Project U-322(1). Construct 5 piers only. Involves following approximate quantities: 2,200 cu. yds. excavation, 9,400 ft. foundation piling, drive 286 piles, 1,800 cu. yds. concrete and 220,000 lbs. metal reinforcement.

State Constr. Co., Seattle, Washington	$ 172,699.00
Lee Hoffman, Portland	232,980.00
M. T. Butler & Carl M. Halvorson, Portland	269,500.00
General Constr. Co., Portland	288,940.00
Guy F. Atkinson Co., Portland	292,792.00

* * * * * *

Page 16742

The Commission discussed with the Engineer the bids received at the morning session for highway construction, and at 3:00 p.m. Chairman Chandler announced the Commission's decision with respect to each project, as follows, the Commission's action being by unanimous vote:

* * * * * *

Page 16743

"Construction of five piers for the Marion Street Bridge over the Willamette River in Salem in Marion and Polk Counties. State Construction Company, Seattle, submitted the low bid for this work at $172,699. Lee Hoffman, Portland, submitted the next low bid at $232,980. There were three higher bids. The Commission has deferred the award of this contract until the following day. (The Commission later referred the bids to the Engineer with power to award the contract to the low bidder, State Construction Company, when certain right of way matters have been cleared.)

* * * * * *

Portland, Oregon
April 25, 1950 Page 16768

Pursuant to instructions from the Commission on the previous day, the Chief Counsel reported results of further negotiations with Mr. Wilber T. Lewis for right of way needed in West Salem in connection with the Willamette River Bridge project in Salem. He stated that Mr. Lewis was contacted on the basis of letting him retain his tavern, but he is unwilling to deal on any other basis than that reported on the previous day, so it appears necessary to acquire the right of way by condemnation, which procedure he recommended with an offer of $8,000. He also recommended that the award of the contract for the construction of bridge piers, for which a satisfactory bid was received at this letting, be deferred until this right of way matter has been settled, or at least until the condemnation papers have been filed. As the result of considerable discussion the Commission decided unanimously to condemn the Lewis property as recommended, and authorized the Chief Counsel to proceed accordingly and offer the amount of $8,000 in connection therewith. The attached resolution with respect thereto, marked EXHIBIT "I", which resolution is made a part hereof with like effect as though extended in full herein, was adopted by the Commission by unanimous vote. The Commission also decided to hold up the award of the contract for construction of the bridge piers until the condemnation papers have been filed in court.

In this connection, Chairman Chandler reiterated that the Commission hereafter wants all right of way matters in connection with each construction project satisfactorily disposed of before that project is advertised for bids. Specific instructions were given the Engineer not to call for bids for any additional work in connection with the Salem bridge project until right of way has been acquired, including that needed on the east side of the river where certain property owners have indicated that they are going to claim damages by reason of change in the grade line of the street in front of their premises. The Chief Counsel was authorized to do whatever is necessary to clarify such right of way matters.

* * * * * *

Portland, Oregon
May 25, 1950
Page 16809

The State Highway Commission met in regular session at 9:00 a.m. DST in the Green Room of the Imperial Hotel. Present were:

Ben. R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't. State Highway Engineer
J. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
L. H. Hawke, Auditor
H. B. Glaisyer, Secretary

* * * * * *

Page 16813

Alfred H. Cohn, President of the State Construction Company, Seattle, to whom the Commission awarded the contract for the construction of piers for the proposed Marion Street Bridge in Salem, appeared before the Commission in company with his attorney, Mr. E. C. Hart, regarding this project. Mr. Cohn recalled that their offer submitted at the previous meeting was $60,000 below the next low bidder. He said that a review of their calculations revealed a gross error and his company stands to lose considerable money if it undertakes to do the work at the price quoted, so they have decided not to accept the award, particularly in view of the fact that the State Highway Department would not consider a compromise arrangement. He asked the Commission to relieve the company of payment of the penalty under the bid bond, and to return the bond to them. Chairman Chandler advised that the Commission cannot, in good faith and fairness to other bidders, return the bid bond; moreover, it would not be in conformity with past policy of the Commission. He expressed regret that the mistake was made and pointed out that the delay in getting the work underway very likely will result in considerable extra expense to the state. The Highway Commission, he said, is not responsible for the mistake and has no alternative but to declare the company in default and to order recovery of the amount of the bond. He added that if the Commission took any other action it would jeopardise its future position in cases of similar nature. Commissioners Reynolds and McIver indicated concurrence in Chairman Chandler's statements.

Following departure of Mr. Cohn, the Commission authorised the taking of whatever steps are necessary in order to recover the amount of the bid bond.

* * * * * *

Portland, Oregon
May 26, 1950

Page 16831

The meeting of the State Highway Commission reconvened at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben. R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't. State Highway Engineer
W. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
Malcolm H. Hawke, Auditor
H. B. Glaisyer, Secretary

Bids as follows for highway construction were opened and read aloud by the Secretary in conformity with previously published notice, following which Chairman Chandler announced that the awards of contracts would be made at 3:00 p.m.

* * * * * *

Page 16834

MARION AND POLK COUNTIES

Marion Street (Salem) Bridge Piers. Federal Aid Project No. U-322(1). Construct five piers for Marion Street Bridge over Willamette River. Involves following approximate quantities; 2,600 cu. yds. excavation, 9,700 lin. ft. foundation piling, drive 298 piles, 1,840 cu. yds. concrete and 220,000 lbs. metal reinforcement.

(cont.)

Marion Street (Salem) Bridge Piers (Cont.)

State Constr. Co., Seattle, Wn.	$ 228,282.00
Lee Hoffman, Portland	246,570.00
General Constr. Co., Portland	250,320.00

(Previous low bid - $172,699.00)

* * * * * *

Page 16844

The Commission discussed with the Engineer the bids received at the morning session for highway construction, and at 3:00 p.m. Chairman Chandler publicly announced the Commission's decision with respect to each project, as follows, the action of the Commission being by unanimous vote:

* * * * * *

Page 16845

"Construction of five piers for the Marion Street Bridge over the Willamette River at Salem, Marion and Polk Counties. State Construction Company, Seattle, submitted the low bid for this work at $228,282. Lee Hoffman, Portland, submitted the next low bid at $246,570. There was one higher bid. The Commission has awarded this contract to the second low bidder, Lee Hoffman, at his bid price of $246,570.

* * * * * *

Page 16852

The Engineer reported that pursuant to authority previously granted him by the Commission, he has awarded contracts as follows, and requested confirmation thereof:

> Construction of the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway, Deschutes County, bids received April 24, contract awarded May 17 to F. L. Somers, low bidder.
>
> Construction of piers for proposed bridge over Willamette River, Marion Street, Salem; bids received April 24, contract awarded May 5 to State Construction Co., low bidder.

The Commission unanimously approved the awards as reported.

In connection with its consideration of the award of the contract for the construction of piers for the Willamette River Bridge at Salem, the Commission ordered, inasmuch as the State Construction Co. has refused to accept the award, that the amount of the bid bond be collected. The matter was referred to the Chief Counsel to handle details.

* * * * * *

EXCERPTS FROM MINUTES OF HIGHWAY COMMISSION MEETINGS HELD APRIL 24 AND 25 AND MAY 25 AND 26, 1950

Portland, Oregon
April 24, 1950
Page 16730

The State Highway Commission met in regular session at 9:00 a.m. in the Green Room of the Imperial Hotel. Present were:

Ben R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't. State Highway Engineer
W. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
M. H. Hawke, Auditor
H. B. Glaisyer, Secretary

Bids as follows for highway construction were opened and read aloud by the Secretary, pursuant to previously published notice, following which Chairman Chandler announced that the awards of contracts would be made at 3:00 p.m. in the same room.

* * * * * *

Page 16731

MARION AND POLK COUNTIES

Marion Street Bridge over Willamette River at Salem. Federal Aid Project U-322(1). Construct 5 piers only. Involves following approximate quantities: 2,200 cu. yds. excavation, 9,400 ft. foundation piling, drive 286 piles, 1,800 cu. yds. concrete and 220,000 lbs. metal reinforcement.

State Constr. Co., Seattle, Washington	$ 172,699.00
Lee Hoffman, Portland	232,980.00
M. T. Butler & Carl M. Halvorson, Portland	269,500.00
General Constr. Co., Portland	288,940.00
Guy F. Atkinson Co., Portland	292,792.00

* * * * * *

Page 16742

The Commission discussed with the Engineer the bids received at the morning session for highway construction, and at 3:00 p.m. Chairman Chandler announced the Commission's decision with respect to each project, as follows, the Commission's action being by unanimous vote:

* * * * * *

Page 16743

"Construction of five piers for the Marion Street Bridge over the Willamette River in Salem in Marion and Polk Counties. State Construction Company, Seattle, submitted the low bid for this work at $172,699. Lee Hoffman, Portland, submitted the next low bid at $232,980. There were three higher bids. The Commission has deferred the award of this contract until the following day. (The Commission later referred the bids to the Engineer with power to award the contract to the low bidder, State Construction Company, when certain right of way matters have been cleared.)

* * * * * *

Portland, Oregon
April 25, 1950 Page 16768

Pursuant to instructions from the Commission on the previous day, the Chief Counsel reported results of further negotiations with Mr. Wilber T. Lewis for right of way needed in West Salem in connection with the Willamette River Bridge project in Salem. He stated that Mr. Lewis was contacted on the basis of letting him retain his tavern, but he is unwilling to deal on any other basis than that reported on the previous day, so it appears necessary to acquire the right of way by condemnation, which procedure he recommended with an offer of $8,000. He also recommended that the award of the contract for the construction of bridge piers, for which a satisfactory bid was received at this letting, be deferred until this right of way matter has been settled, or at least until the condemnation papers have been filed. As the result of considerable discussion the Commission decided unanimously to condemn the Lewis property as recommended, and authorized the Chief Counsel to proceed accordingly and offer the amount of $8,000 in connection therewith. The attached resolution with respect thereto, marked EXHIBIT "I", which resolution is made a part hereof with like effect as though extended in full herein, was adopted by the Commission by unanimous vote. The Commission also decided to hold up the award of the contract for construction of the bridge piers until the condemnation papers have been filed in court.

In this connection, Chairman Chandler reiterated that the Commission hereafter wants all right of way matters in connection with each construction project satisfactorily disposed of before that project is advertised for bids. Specific instructions were given the Engineer not to call for bids for any additional work in connection with the Salem bridge project until right of way has been acquired, including that needed on the east side of the river where certain property owners have indicated that they are going to claim damages by reason of change in the grade line of the street in front of their premises. The Chief Counsel was authorized to do whatever is necessary to clarify such right of way matters.

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W. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
[illegible] W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
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Following departure of Mr. Cohn, the Commission authorized the taking of whatever steps are necessary in order to recover the amount of the bid bond.

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Portland, Oregon
May 26, 1950

Page 16831

The meeting of the State Highway Commission reconvened at 9:00 a.m. in the Crean Room of the Imperial Hotel. Present were:

Ben. R. Chandler, Chairman
Chas. H. Reynolds, Commissioner
M. K. McIver, Commissioner
R. H. Baldock, State Highway Engineer
W. C. Williams, 1st Ass't. State Highway Engineer
W. W. Stiffler, 2nd Ass't. State Highway Engineer
J. M. Devers, Chief Counsel
C. W. Enfield, Assistant Counsel
Forrest Cooper, Right of Way Engineer
Malcolm H. Hawks, Auditor
H. B. Glaisyer, Secretary

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Page 16834

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Marion Street (Salem) Bridge Piers (Cont.)

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Lee Hoffman, Portland	246,570.00
General Constr. Co., Portland	250,320.00
(Previous low bid - $172,699.00)	

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The Commission discussed with the Engineer the bids received at the morning session for highway construction, and at 3:00 p.m. Chairman Chandler publicly announced the Commission's decision with respect to each project, as follows, the action of the Commission being by unanimous vote:

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Page 16845

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> Construction of piers for proposed bridge over Willamette River, Marion Street, Salem; bids received April 24, contract awarded May 5 to State Construction Co., low bidder.

The Commission unanimously approved the awards as reported.

In connection with its consideration of the award of the contract for the construction of piers for the Willamette River Bridge at Salem, the Commission ordered, inasmuch as the State Construction Co. has refused to accept the award, that the amount of the bid bond be collected. The matter was referred to the Chief Counsel to handle details.

* * * * * *

RECEIVED
JUL 12 1950
FOR FILING

CABLE ADDRESS: RAYCONPILE

AROUND THE WORLD

TELEPHONE CORTLANDT 7-7070

ATLANTA
BALTIMORE
BOSTON
CHICAGO
CLEVELAND
DETROIT
HOUSTON
KANSAS CITY
LOS ANGELES

MIAMI
OAKLAND
PHILADELPHIA
PITTSBURGH
PORTLAND, ORE.
SAN FRANCISCO
ST. LOUIS
SYRACUSE
WASHINGTON, D.C.

RAYMOND
CONCRETE PILE COMPANY

140 CEDAR STREET · NEW YORK 6, N.Y.

BARRANQUILLA, COLOMBIA, S.A.
BOGOTA, COLOMBIA, S.A.
CARACAS, VENEZUELA, S.A.
MEXICO CITY, MEXICO
RIO DE JANEIRO, BRAZIL, S.A.

A. HJORT
RESIDENT MANAGER

PORTLAND 4, OREGON
421 S. W. 6TH AVENUE

[illegible] (1)

[illegible]

2002

Ref: B-6696-PL
Gow Test Borings
Marion Street Bridge
Salem, Oregon

July 6, 1950

Mr. R. H. Baldock, State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

[illegible] RETURN TO
W. C. WILLIAMS
FOR FILING

Attention: Mr. W. C. Williams, Assistant State
Highway Engineer

Gentlemen:

This is to advise that our invoice, dated April 20, 1950, in the amount of $2,783.06 for work performed under the above job, has not yet been paid.

Would you please advise us as to the status of this account.

Very truly yours,

RAYMOND CONCRETE PILE COMPANY

Hjort
A. Hjort
Resident Manager

cc: O. Struthers
New York Office

AH:H

ASSIGNMENT

No. 2002 [illegible]

y 7, 1950

By

cription: **Letter of July 6 by A. Hjort of Raymond Concrete Pile Company re their invoice for xxxxxxxx Gow Test Borings on Marion Street Bridge, which they state has not yet been paid**

Acknowledged by _____ Referred to __**Paxson**____________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxx Please prepare for ____**Williams'**__ W. C. WILLIAMS signature

NOTED

Assignment executed 7-11-50 Report received ______

Remarks: Bill misplaced in this office. Have sent it to auditor and have written Raymond GGP

PLEASE RETURN TO W. C. WILLIAMS FOR FILING

RECEIVED
[illegible] 1950
FOR FILING

U 322(1)

3321

5286

May 11, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Salem Bridge Piers
F.A.P. No. U-322(1)

Reference is made to your letter of May 5 transmitting comments from the Washington office on the Salem Bridge piers. This material was the subject of a conference between Mr. Erickson of the Washington office and Mr. Paxson, and an agreement was reached as to the size of the footings to be used. The plans submitted to you a few days ago incorporate these revisions, which are in accordance with the decision reached at the Washington conference.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP/ds

cc G. S. Paxson

10, 1950

ASSIGNMENT

No. [illegible]
By [illegible]

Description: Letter 5-5-50 from T. M. Davis re changes recommended by Washington office in pier footings for Marion St. bridge

Acknowledged by ______ Referred to ___PAXSON________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xx Please prepare for ___B. M. B.______ signature
____

Assignment executed ______ Report received ______

Remarks:

5-11-50 hi

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

May 5, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

REFERRED TO
Paxson
By State Highway Engineer

Prepare answer

Dear Sir:

The following confirms our telephone conversation of May 3rd regarding changes recommended by our Washington office in the pier footings for Oregon Project U-322(1), the Willamette River Bridge at Marion Street, Salem.

We are advised the preliminary layout data submitted are satisfactory.

The approved PS & E papers received with your Division memorandum of April 12, have been examined and the following comments are offered.

Due to downward slope of earth in front of Pier 2 and the proximity of high bank in rear, earth pressure on this pier should be considered in design and we also believe precautions should be taken to avoid undue pressures during construction. Seismic forces should be considered and will be of importance for the high piers, 2 through 5. Seismic coefficient of 0.06, with increase of permissible overload to 33 percent when seismic forces are included with wind and other horizontal forces, it is suggested. Bearing friction is also important.

Giving effect to these forces and using loads, impact excluded, as given on sheet 2, the following changes are recommended:

Pier 2. Footings should each be 1[illegible] feet wide by 15 feet long.

Pier 3. Pile spacing, transverse, should be increased from 12 of 2'-6" to 12 of 3'-6", making overall width of footing 45'-0".

Pier 4. Add two rows of 7 piles each under each footing making overall width of each 20'-6". Increase longitudinal pile spacing from 2'-6" to 3'-0", making overall length of footings 11'-0".

Pier 5. Increase transverse pile spacing from 2'-6" to 3'-0", making overall width of each footing 12'-0".

Since our telephone conversation we are in receipt of additional information from our Washington Office under date of May 2nd as follows:

"At a conference between Mr. Paxton and Bridge Branch engineers, the latter agreed to modify their recommendations contained in our memorandum of May 1 as follows:

Pier 2 - Footings to be 12' x 12'
Pier 3 - Footings to be 15' x 45'
Pier 4 - Footings to be 18' x 21'
Pier 5 - Footings as shown on plan.

Mr. Paxton states that these changes will require some modification of contractor's lump sum bid for cofferdams. If necessary the number of piles under Pier 4 will be increased."

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 10 1950
STATE HIGHWAY COMMISSION
BRIDGE DEPARTMENT

May 11, 1950

State Highway Commission

Gentlemen:

At the Commission meeting on April 24, the State Construction Company of Seattle submitted the low bid of $172,699 for the construction of the piers for the Marion Street bridge over the Willamette River at Salem. The second low bidder was Lee Hoffman of Portland with a bid of $232,980. The Engineer's estimate was $240,098. This project was referred to the Engineer with power to award to the low bidder when certain right-of-way matters were adjusted. Before these right-of-way matters were adjusted, we received a letter from the State Construction Company, dated April 28, advising that they had made an error in their bid and requesting that their bid be withdrawn and their bid bond returned. A copy of this letter is attached hereto.

Pursuant to your instructions, award was made to the State Construction Company on May 5, 1950, and they were advised by telegram of the award. We have now received a telegram from the State Construction Company advising that they are unable to accept the award. A copy of this telegram is attached. The matter was discussed with each of you individually and with Mr. Lynch of the Bureau of Public Roads. Mr. Lynch refused to concur for the Bureau of Public Roads in the award of the contract to the second bidder. After further discussion with each of you, the decision was reached to readvertise the project at the Commission meeting on May 26.

The bid of the State Construction Company was accompanied by a bidder's bond in the amount of 5 per cent of the bid submitted, which in this case amounts to $8,634.95. The State Construction Company have asked that we return this bid bond. It would be my recommendation that this not be done and that we proceed against the bonding company and collect on the bid bond. It was through no fault of the State that the alleged error in bid was made. The refusal to accept the award has caused us a month's delay in the construction of the piers, and may make it impracticable to complete the piers during this construction season. The State has also been put to considerable expense in the readvertising of the project. It is my opinion that actual and potential damage suffered by the State, due to the refusal to accept the project, has cost more than the amount of the bid bond.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc J.M. Devers
S.H. Probert
H.B. Glaisyer
G.S. Paxson
Attached

GSP:lc

[illegible] 1950
FOR FILING

Salem, Oregon
May 10, 1950

Mr. H. B. Glaisyer

Correspondence with State Const. Co.
regarding contract for Piers for
Marion Street Bridge, Salem

I am turning this over to you to keep. It may be necessary to have it in case of trouble.

R. H. Baldock

RHB:hi
Encl.

STATE CONSTRUCTION CO.

GENERAL CONTRACTORS

1750 Nineteenth Avenue South
Telephone Capitol [illegible]37
Seattle 44, Washington

NEW ADDRESS
1245 Poplar Place

April 28, 1950

Oregon State Highway Commission,
Salem, Oregon.

Attn: Mr. R. H. Baldock.

Gentlemen:

In conformance with our telephone conversation to Mr. R. H. Baldock of April 28, 1950, we request that our bid of April 24, 1950, submitted for the construction of piers for the Marion Street Bridge, Willamette River, Salem, Oregon, Salem-Dallas Highway, be withdrawn, unless someway could be found to increase our bid by $40,000.

After thorough checking, we found that we had omitted the price of the sheet piling, a sum of about $40,000, from our bid item- shoring and cribbing. Somehow, in the rush of preparing the bid, this amount was inadvernantly omitted.

We are more than sorry that this happened. Unless some other way or arrangement could be made to increase our bid, as previously stated, we would appreciate it if you could see your way clear to return our bid bond to us.

Yours very truly,

STATE CONSTRUCTION CO.,

/s/ A. H. Cohn

A. H. Cohn

[illegible]/a

STATE CONSTRUCTION CO.

GENERAL CONTRACTORS

1750 Nineteenth Avenue South Telephone Capitol [illegible]37 Seattle 44, Washington

NEW ADDRESS
1245 Poplar Place

April 28, 1950

Oregon State Highway Commission,
Salem, Oregon. Attn: Mr. R. H. Baldock.

Gentlemen:

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Yours very truly,

STATE CONSTRUCTION CO.,

/s/ A. H. Cohn

A. H. Cohn

[illegible]/a

...service desired;
...wise this message will be
sent as a full rate telegram

FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

C COPY

PRA092 NL PD=SEATTLE WASH 6=

1950 MAY 6 PM 3 01

R H BALDOCK STATE HIGHWAY ENGINEER =

ORFGON STATE HIGHWAY COMMISSION

YOUR TELEGRAM OF 5/5/50 RECEIVED STOP AS PER OUR LETTER OF APRIL 28 1950 WE ARE UNABLE TO ACCEPT AWARD DUE TO ERROR IN OUR BID=

STATE CONSTRUCTION CO=

original filed in Court

5/5/50 28 1950=..

...SERVICE	
...class of service desired; ...wise this message will be ...t as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

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COPY

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1950 MAY 6 PM 3 01

R H BALDOCK STATE HIGHWAY ENGINEER ==

OREGON STATE HIGHWAY COMMISSION

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STATE CONSTRUCTION CO=

5/5/50 28 1950=..

RECEIVED
11 1950
FOR FILING

U-322(1)

May 9, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Re: Marion Street Bridge over Willamette
River at Salem, F. A. U-322 (1)

Following receipt of your concurrence in the award of contract for the piers of the Marion Street Bridge in Salem, award was made to the State Construction Company of Seattle. We are now advised by this company as per attached copy of letter. In view of their rejection of the award, we are advertising the project at the May 26 meeting of the Highway Commission.

Details of design of the pier footings were discussed with Mr. Erickson in Washington, D. C., and minor revisions, along the lines which he indicated would be satisfactory to him, have been made. Mr. Erickson indicated that he would notify your office of the results of this conference.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:gm
cc G. S. Paxson

RECEIVED
MAY 9 - 1950
FOR FILING

[illegible]

3322

May 6, 1950

VIA WESTERN UNION NITE LETTER

SEATTLE 44, WASHINGTON. 1245 POPLAR PLACE

TO: R. H. BALDOCK
STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

YOUR TELEGRAM OF 5/5/50 RECEIVED STOP AS PER OUR LETTER OF APRIL 28 1950 we ARE UNABLE TO ACCEPT AWARD DUE TO ERROR IN OUR BID

STATE CONSTRUCTION CO.

[illegible]

NOTED
State Highway Engineer

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

COPY 1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	LETTER TELEGRAM
VICTORY LETTER	SHIP RADIOGRAM

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 5, 1950
5:00 p.m.

State Construction Company
1245 Poplar Place
Seattle 44, Washington

Pursuant to authority given me by the State Highway Commission, I today award you contract for construction of bridge piers for proposed Marion Street Bridge in Salem at amount of your offer submitted to this Commission on April 24,1950, namely One Hundred Seventy-Two Thousand Six Hundred and Ninety-Nine Dollars. Contract and Bond forms are being forwarded you today for execution. Please expedite return.

R. H. Baldock, State Highway Engineer
OREGON STATE HIGHWAY COMMISSION

COPY

May 5, 1950

REGISTER

State Construction Company
1245 Poplar Place
Seattle 44, Washington

Gentlemen:

Pursuant to the authority granted me by the State Highway Commission at its meeting on April 24, 1950, I am today awarding you the contract for the construction of piers for the proposed bridge over the Willamette River at Marion Street in Salem for the amount of your bid of $172,699.00, submitted to the Commission at its meeting on April 24. This letter confirms the information contained in my wire to you of this date.

Contract and bond forms have been prepared and five copies of the same are being sent to you today by first class mail for execution. One of these is stamped "Advance Copy" and is to be retained by you as a working copy. Please execute the four remaining copies as to contract agreement and bond and return them to me for further handling. You will be furnished a fully executed copy whrn the Highway Commission has signed them and a like copy will be furnished the surety on your bond.

Your special attention is called to the paragraph under Section 7-1.7.18, Page 12, of the printed general provisions relating to the Workmen's Compensation Act. You are expected to accept the terms of this act and to carry on the work under this contract in strict conformance therewith.

Your attention is also called to the paragraph on the same page, relating to payment by the contractor of amounts due hospital associations, et cetera.

Please give this matter your immediate attention.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer

RECEIVED
[illegible] 27 1950
FOR FILING

4-222(1)

2348

May 5, 1950

REFERRED TO Mrs Fellows
BY SECRETARY

REGISTER

State Construction Company
1245 Poplar Place
Seattle 44, Washington

Gentlemen:

Pursuant to the authority granted me by the State Highway Commission at its meeting on April 24, 1950, I am today awarding you the contract for the construction of piers for the proposed bridge over the Willamette River at Marion Street in Salem for the amount of your bid of $172,699.00, submitted to the Commission at its meeting on April 24. This letter confirms the information contained in my wire to you of this date.

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Please give this matter your immediate attention.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

R. H. Baldock
State Highway Engineer

SFC

RVICE
the class of service desired;
erwise this message will be
sent as a full rate telegram

FULL RATE TELEGRAM	X	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

file copy

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF

AGENDA
MAY 2 5 1950

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 5, 1950
5:00 p.m.

State Construction Company
1245 Poplar Place
Seattle 44, Washington

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R. H. Baldock, State Highway Engineer
OREGON STATE HIGHWAY COMMISSION

RECEIVED
MAY 10 1950
FOR FILING

OREGON DISTRICT 4-

File

BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

May 5, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your telegram of today advising all rights of entry obtained and requesting our concurrence in award of contract for Oregon Project U-322(1), Marion Street Bridge over the Willamette River to Salem, to the State Construction Company, Seattle, Washington who submitted the low bid on April 24th, 1950.

This confirms our telephone concurrence today in the award of this contract to the State Construction Company subject to any changes or modifications of the plans and specifications as may be required by the Division Engineer or Commissioner of the Bureau of Public Roads, reference being made to my letter of May 5th, 1950.

Very truly yours,

F. M. Davis
F. M. DAVIS
District Engineer

Contractor refused to accept award. Job readvertised May 25.

SERVICE
class of service desired;
erwise this message will be
ant as a full rate telegram

LL RATE TELEGRAM	☒	SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired;
otherwise this message will be
sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 5, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

YOUR CONCURRENCE REQUESTED AWARD CONTRACT TODAY PIERS FOR MARION STREET BRIDGE OVER WILLAMETTE RIVER AT SALEM TO STATE CONSTRUCTION COMPANY OF SEATTLE, WASHINGTON. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
MAY 9 - 1950
FOR FILING
U-322(1)

Copy of letter to Mr. W. H. Lynch from Mr. H. E. Hilts:

Oregon Project U 322(1) Bridge over Willamette River at Salem.

Reference is made to your memo of March 13, 1950 in reply to our memo of February 20 relative to the preliminary layout plans for the above structure and the approved plans, specifications and preliminary estimate transmitted with your memo of April 12 which were received in the meantime. The preliminary layout data with your memo of March 13 are satisfactory.

The approved P. S. & E. papers received with your memo of April 12 have been examined and the following comments are offered:

Due to downward slope of earth in front of Pier 2 and the proximity of the high bank in rear, earth pressure on this pier should be considered in design, and we also believe precautions should be taken to avoid undue pressures during construction. Seismic forces should be considered and will be of importance for the high piers, 2 through 5. Seismic coefficient of 0.08, with increase of permissible overload to 50 per cent when seismic forces are included with wind and other horizontal forces, is suggested. Bearing friction is also important.

Giving effect to these forces and using loads, impact excluded, as given on Sheet 2, the following changes are recommended:

Pier 2, footings should each be 10' wide by 15' long.

Pier 3, pile spacing, transverse should be increased from 12 of 2' 6" to 12 of 3' 6", making over-all width of footing 45' 0".

Pier 4, add two rows of seven piles each under each footing, making over-all width of each 20' 6". Increase longitudinal pier spacing from 2' 6" to 3' 0", making over-all length of footings 21' 0".

Pier 5, increase transverse pier spacing from 2' 6" to 3' 0", making over-all width of each footing 12' 0".

(Read over telephone by T. M. Davis)
(TMD:hi)

May 3, 1950

RECEIVED
FEB 11 1950
FOR FILING

U-322(1)

February 9, 1950

Mr. T. H. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In order that we may be in position to contract in April the construction of piers for the proposed bridge over the Willamette River at Marion Street in the City of Salem, we request programming of Federal-aid Urban Funds for that structure and its approaches. Program information for the project is as follows:

Item No.	16
County	Marion and Polk
Project No.	U-322 (1)
Route No. (F. A.)	U-280-123
Route No. (State)	22
Termini	Edgewater and Clarke Streets to Marion and Commercial Streets, in Salem
Estimated Project Cost:	
Total	$1,200,000
Federal Funds	$ 600,000
State Funds	$ 600,000
Length	0.57 mile
Character of proposed work -	Bridge, railway and street overpass, embankment approaches, 2-lane (one-way) high-type pavement

According to our records, the status of Oregon's Urban Program, after inclusion of this project, will be:

Total apportionment	$3,863,083
Number of projects programmed	16
Total length programmed	9.088 miles
Total cost programmed	$6,939,843
Federal-aid funds programmed	$3,654,759
Unprogrammed balance	$ 208,324

The limits of the project and the manner in which it coordinates with planned future projects are indicated on an enclosed map, the present project being shown in yellow and the future projects in red and green. The project shown in yellow is planned to serve westbound traffic; the project in red to serve eastbound traffic.

Construction of the project in red is to be programmed and undertaken as soon as construction of the project in yellow is completed in order that operation of the projects on a one-way basis as planned may begin at the earliest time possible. The time of construction for the project in green will depend upon the availability of funds and the demonstrated need for that auxiliary facility.

Very truly yours,

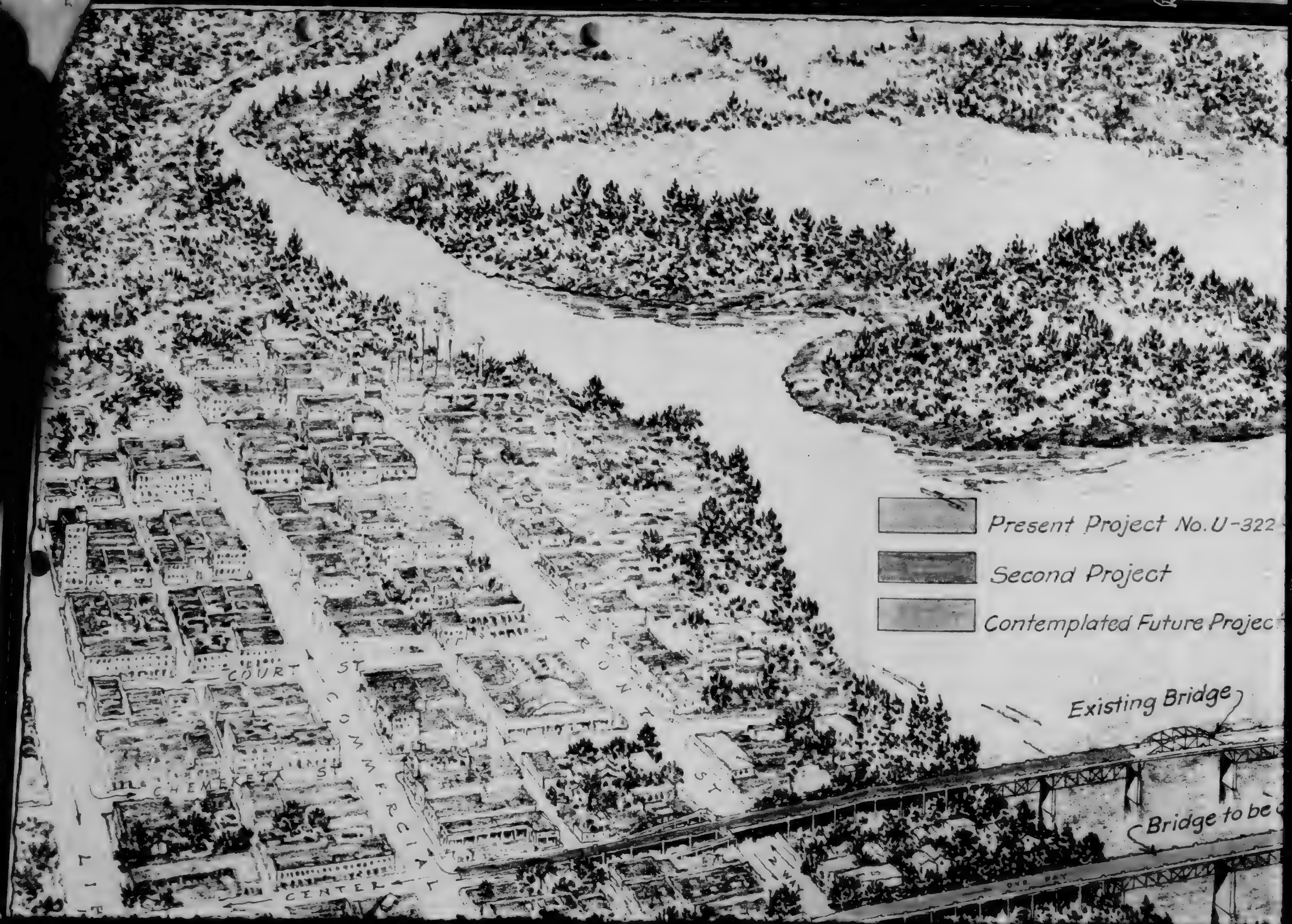
R. H. Baldock
State Highway Engineer

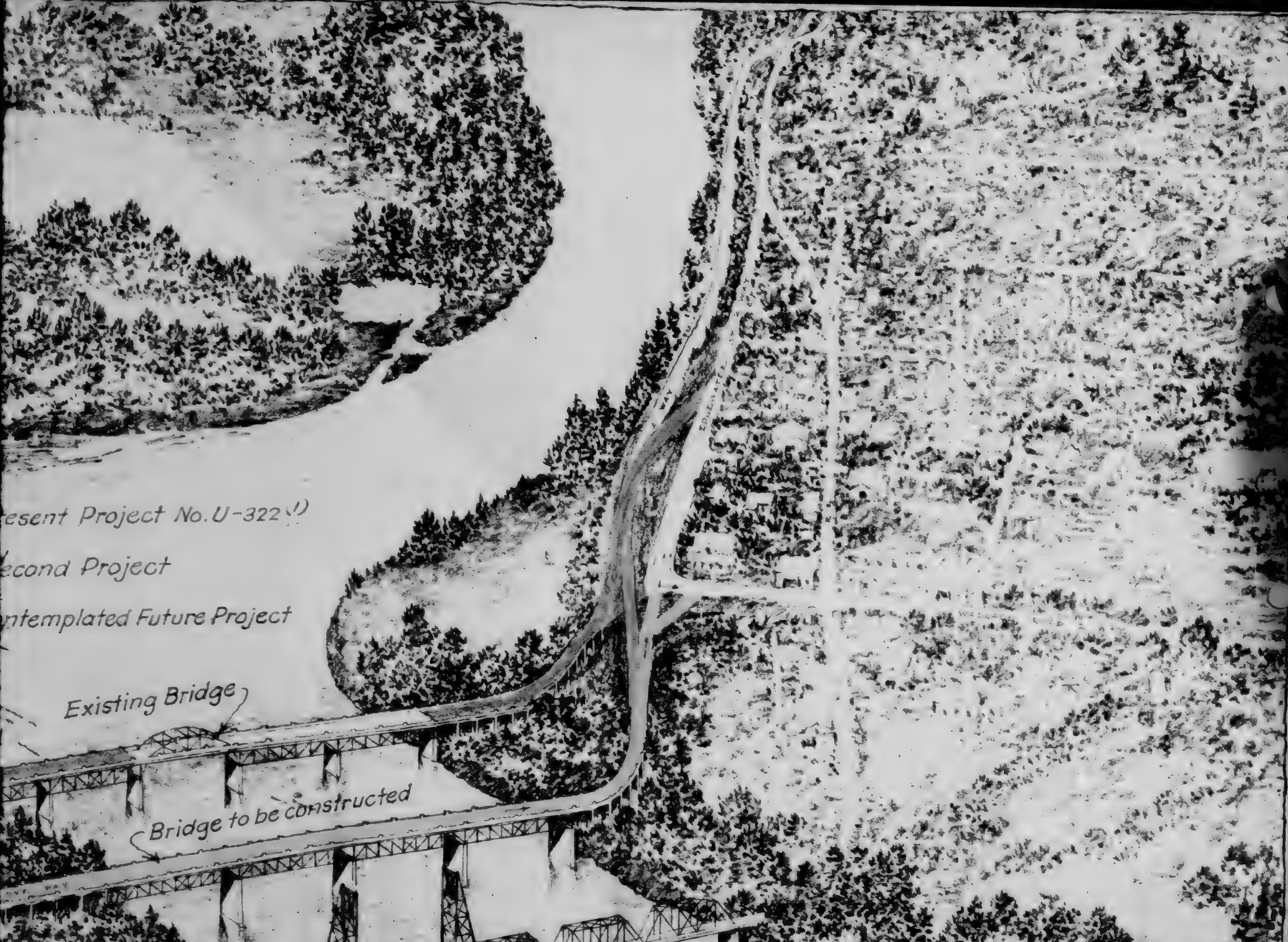
By

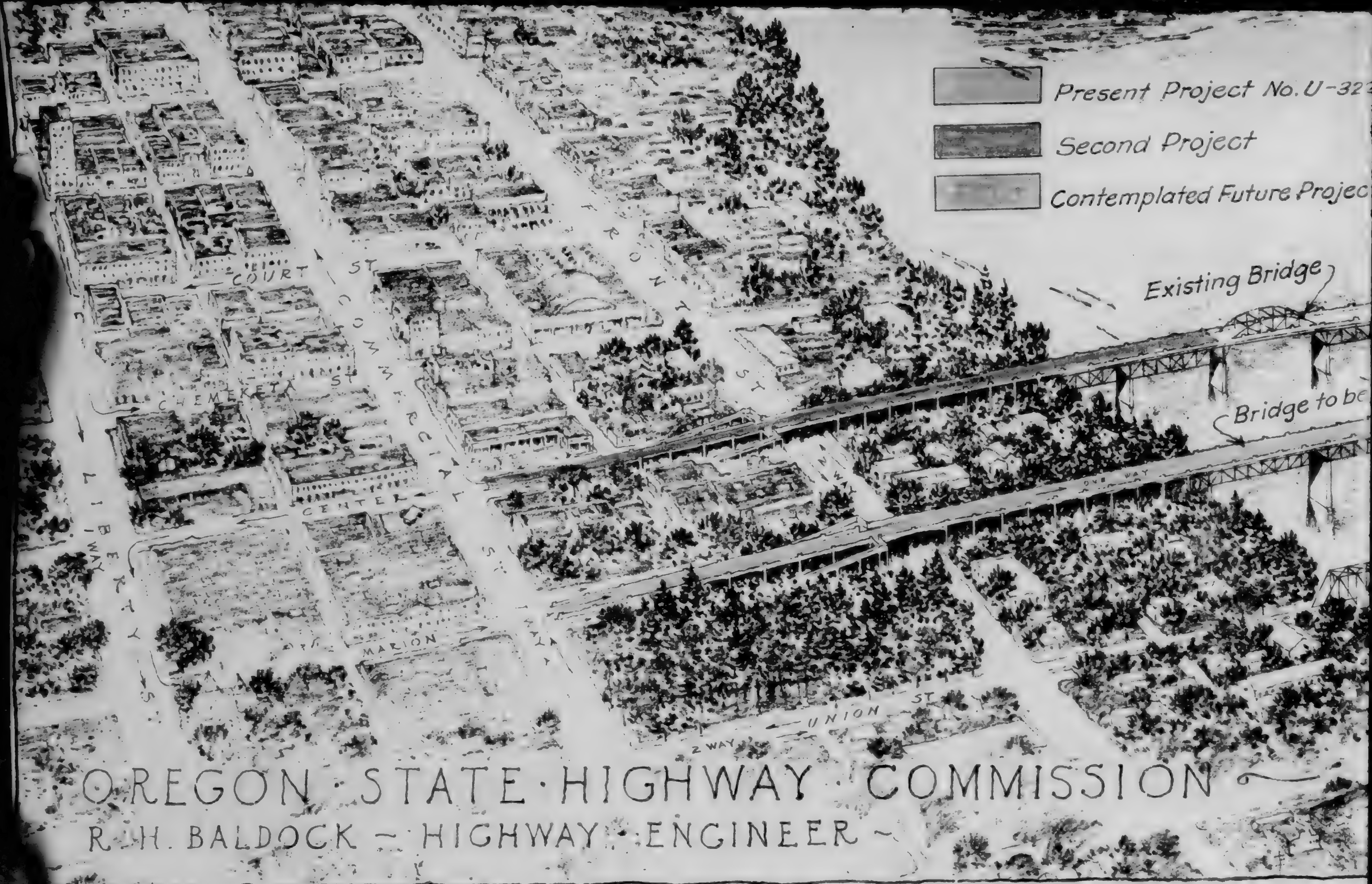
W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.

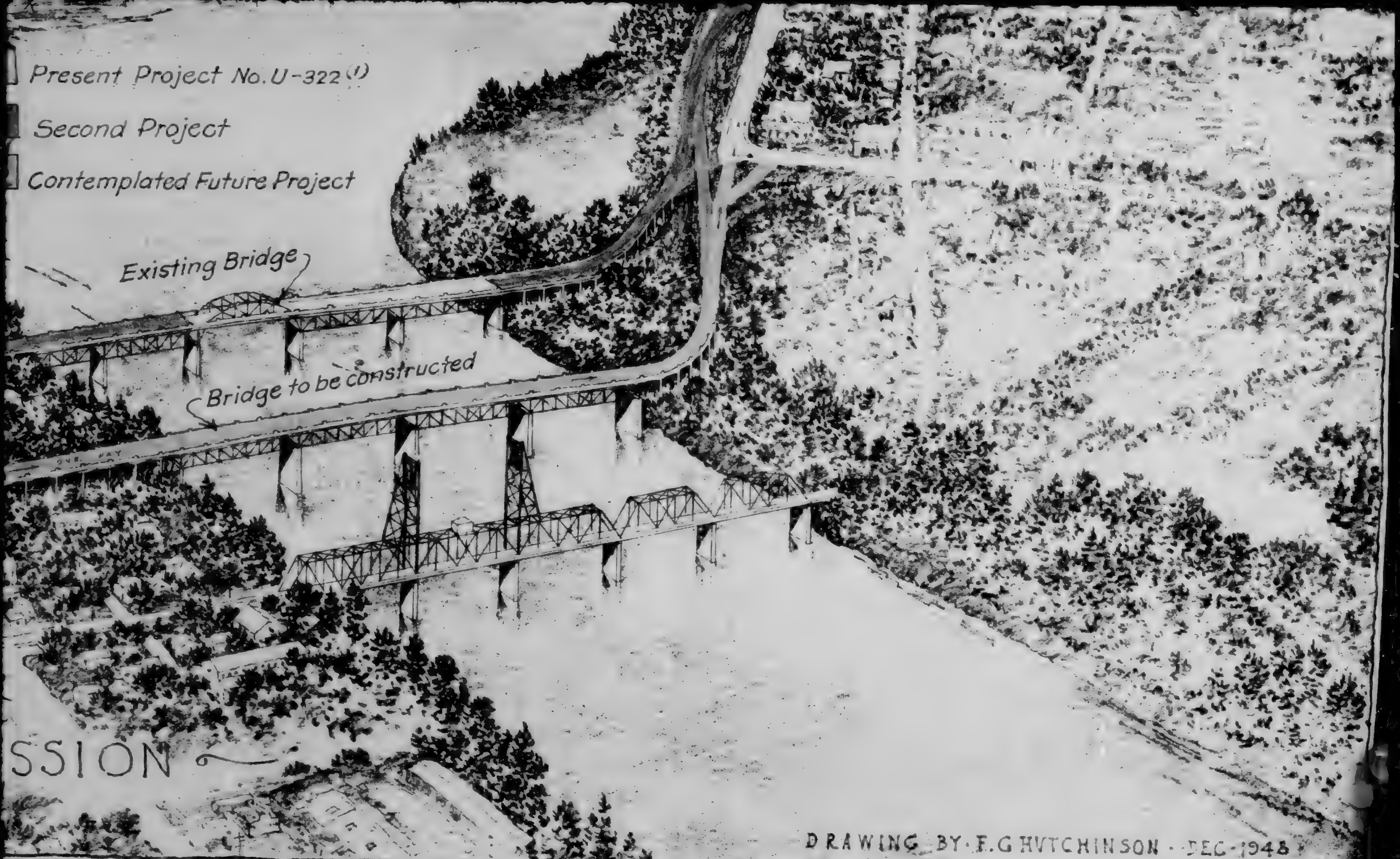

Present Project No. U-322
Second Project
Contemplated Future Projec
Existing Bridge
Bridge to be
COURT ST
COMMERCIAL
CHEMEKETA ST
CENTER
FRONT ST


esent Project No. U-322 (1)
econd Project
ntemplated Future Project
Existing Bridge
Bridge to be constructed


Present Project No. U-32
Second Project
Contemplated Future Projec
Existing Bridge
Bridge to be
COURT ST
COMMERCIAL ST
FRONT ST
CHEMEKETA ST
CENTER
LIBERTY ST
1 WAY
MARION
1 WAY
UNION ST
2 WAY
ONE WAY

OREGON · STATE · HIGHWAY · COMMISSION
R. H. BALDOCK ~ HIGHWAY · ENGINEER ~

· PROPOSED · WILLAMETTE · RIVER


Present Project No. U-322(1)
Second Project
Contemplated Future Project
Existing Bridge
Bridge to be constructed
SSION

DRAWING BY F.G HUTCHINSON - DEC-1948

· RIVER · BRIDGE · SALEM · OREGON ·

RECEIVED
FOR FILING

CABLE ADDRESS: RAY[illegible]

TELEPHONE CORTLANDT 7-7070

AROUND THE WORLD

RAYMOND
CONCRETE PILE COMPANY

140 CEDAR STREET · NEW YORK 6, N.Y.

ATLANTA
BALTIMORE
BOSTON
CHICAGO
CLEVELAND
DETROIT
HOUSTON
KANSAS CITY
LOS ANGELES
MIAMI
OAKLAND
PHILADELPHIA
PITTSBURGH
PORTLAND, ORE.
SAN FRANCISCO
ST. LOUIS
SYRACUSE
WASHINGTON, D.C.

BARRANQUILLA, COLOMBIA, S.A.
BOGOTA, COLOMBIA, S.A.
CARACAS, VENEZUELA, S.A.
MEXICO CITY, MEXICO
RIO DE JANEIRO, BRAZIL, S.A.

KIRBY SMITH
VICE PRESIDENT AND SALES MANAGER

B-6696-PL - Borings
Marion St. Bridge
Salem, Ore.

February 8, 1950

W. C. Williams

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer

Gentlemen:

We acknowledge the two accepted copies of our proposal, dated January 26, 1950, for making Gow test borings at the above captioned site.

We have approved the proposal, and are returning one copy herewith for your file.

Thanking you for having entrusted this work to us, we are

Very truly yours,
RAYMOND CONCRETE PILE COMPANY
Kirby Smith
Kirby Smith
Vice President

KS:JEB:AMG
Encl.

AROUND THE WORLD

RAYMOND
CONCRETE PILE COMPANY

140 CEDAR STREET - NEW YORK 6, N.Y.

GOW DIVISION

ATLANTA 3, GA
57 FORSYTH STREET, N.W.
BALTIMORE
S.E. COR. BALTIMORE & CALVERT STS.
BOSTON 16, MASS.
31 ST. JAMES AVENUE
CHICAGO 3, ILLINOIS
111 WEST MONROE STREET
CLEVELAND 14, OHIO
1740 EAST 12TH STREET
DETROIT 2, MICH.
7430 SECOND AVENUE
HOUSTON 2, TEXAS
914 MAIN STREET
KANSAS CITY 8, MO.
1805 GRAND AVENUE

LOS ANGELES 13, CALIF.
816 WEST 5TH STREET
PHILADELPHIA 2, PA.
1500 WALNUT STREET
PITTSBURGH 22, PA.
306 FOURTH AVENUE
PORTLAND 4, ORE.
421 S.W. 6TH AVENUE
SAN FRANCISCO 4, CALIF.
333 MONTGOMERY STREET
ST. LOUIS 10, MISSOURI
6540 WEST PARK AVENUE
SYRACUSE 10, N. Y.
145 AVONDALE PLACE
WASHINGTON 6, D. C.
1731 K STREET, N.W.

January 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. W. C. Williams
Assistant State Highway Engineer

We hereby propose to furnish all tools, labor and material and marine facilities and make GOW TEST BORINGS by our usual methods at the site of the proposed Marion Street Bridge at Salem, Oregon, for the prices and on the terms hereinafter mentioned.

We shall submit to you a graphical record showing the location of each boring together with the vertical arrangement, thickness, geological character and relative hardness of the several strata penetrated (and, in case ground water is encountered, the water-bearing strata and the elevation of the hydraulic grade), accompanied by properly labelled cartridge or core samples thereof; all as indicated by and procured from each boring.

You shall mark the location of each boring on the site and establish the surface elevations referred to a known, fixed datum, supplying us with such data in sketch or plan form~~; you shall furnish sufficient [illegible] distance of the points at which it is to be [illegible] plus 10% thereon)~~; you shall furnish free and uninterrupted entrance to and exit from the site for our equipment, materials and personnel. Unless otherwise agreed to herein, we shall not be required to make borings inside or under buildings or structures, ~~[illegible]~~ or areas obstructed by brush, piles or rubble, etc.; you shall secure all municipal and other necessary permits.

Each boring shall be carried to the depth required by you unless boulders or materials are encountered which prevent securing further penetration without ~~[illegible]~~ rotary drilling. ~~[illegible]~~.

We are protected by Workmen's Compensation Insurance (and/or Employers Liability Insurance) and Public Liability Insurance and will furnish certificates of such insurance upon request. We do not assume liability for property damage from any cause including fire or explosion (except to our own supplies and equipment). If we are required either by the contract or by purchase order, or you direct us in writing to assume liability for property damage or contractual liability insurance, we will endeavor to procure such Property Damage Insurance or Contractual Liability Insurance in the amounts you direct, with the understanding that the premium cost will be paid by you, and further, that our liability will be limited to the coverage and limits of insurance procured.

(1) Price for **Four (4) or more**————————————— GOW TEST BORINGS

shall be as follows: — For the delivery to and removal from the site of the work $ **1,050.00**——— per drilling rig, plus $**7.00**—————per lineal foot of hole drilled below the **elevation of the stream bed at location of hole.**

(2) **The above prices are based on our operating a normal single shift five day week. Should you desire us to operate additional time and so order, we shall do so - in which case you are to reimburse us for the overtime extra labor cost, plus insurance and social security taxes thereon.**

Payments shall be made on or before the tenth day of each month and shall be for ninety percent (90%) of the proportion of the contract price represented by the work performed during the preceding month. Final payment shall be made within 30 days after completion of the work covered by this proposal. However, should the total price for work done hereunder not exceed $1,000.00, payment in full shall be made within ten days after the completion of the work.

Work shall be pushed to completion as speedily as is consistent with good workmanship but subject to all delays from strikes, lockouts, differences with workmen, or any other similar or dissimilar causes beyond our control. It is understood that we operate under accepted Union conditions.

This proposal is made on your warranty that our right to Mechanic's Lien has not been and is not waived. It is made, in duplicate, for your immediate acceptance and is subject to the approval hereon of one of our executive officers.

Respectfully submitted,

RAYMOND CONCRETE PILE COMPANY,
(GOW DIVISION)

BY: A Hoit
RESIDENT MANAGER

ACCEPTED: Oregon State Highway Comm.

By: W. C. Williams
Assistant State Highway Engineer

APPROVED:
RAYMOND CONCRETE PILE COMPANY
BY: Kirby Smith
KIRBY SMITH, VICE-PRESIDENT

GOW TEST BORINGS —
050.00 —— per
elevation
day
shall

FOR FILING

1672

January 31, 1950

Raymond Concrete Pile Company
421 S. W. 6th Avenue
Portland 4, Oregon

Attention: Mr. A. Hjort
Resident Manager

Gentlemen:

I enclose herewith two signed copies of an agreement covering test borings at the site of the proposed Marion Street bridge in Salem, Oregon.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

Encl.

AROUND THE WORLD

RAYMOND
CONCRETE PILE COMPANY

140 CEDAR STREET - NEW YORK 6, N.Y.

GOW DIVISION

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5540 WEST PARK AVENUE
SYRACUSE 10, N. Y.
145 AVONDALE PLACE
WASHINGTON 6, D. C.
1731 K STREET, N.W.

January 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

Gentlemen: Attention: Mr. W. C. Williams
Assistant State Highway Engineer

We hereby propose to furnish all tools, labor and material and marine facilities and make GOW TEST BORINGS by our usual methods at the site of the proposed Marion Street Bridge at Salem, Oregon, for the prices and on the terms hereinafter mentioned.

We shall submit to you a graphical record showing the location of each boring together with the vertical arrangement, thickness, geological character and relative hardness of the several strata penetrated (and, in case ground water is encountered, the water-bearing strata and the elevation of the hydraulic grade), accompanied by properly labelled cartridge or core samples thereof; all as indicated by and procured from each boring.

You shall mark the location of each boring on the site and establish the surface elevations referred to a known, fixed datum, supplying us with such data in sketch or plan form; ~~you shall furnish sufficient water for the conduct of the work within reasonable [illegible] distance of the points at which it is to be used (or pay us the cost of pumping or hauling water plus 10% thereof)~~; you shall furnish free and uninterrupted entrance to and exit from the site for our equipment, materials and personnel. Unless otherwise agreed to herein, we shall not be required to make borings inside or under buildings or structures, ~~[illegible]~~ ~~[illegible]~~ or areas obstructed by brush, piles or rubble, etc.; you shall secure all municipal and other necessary permits.

Each boring shall be carried to the depth required by you unless boulders or materials are encountered which prevent securing further penetration without ~~hand or~~ rotary drilling. ~~"Hand drilling" shall be defined as that requiring 150 or more blows of a 140 pound weight falling 30 inches to drive the sample spoon 12 inches.~~

We are protected by Workmen's Compensation Insurance (and/or Employers Liability Insurance) and Public Liability Insurance and will furnish certificates of such insurance upon request. We do not assume liability for property damage from any cause including fire or explosion (except to our own supplies and equipment). If we are required either by the contract or by purchase order, or you direct us in writing to assume liability for property damage or contractual liability insurance, we will endeavor to procure such Property Damage Insurance or Contractual Liability Insurance in the amounts you direct, with the understanding that the premium cost will be paid by you, and further, that our liability will be limited to the coverage and limits of insurance procured.

(1) Price for **Four (4) or more**——————————————— GOW TEST BORINGS

shall be as follows: — For the delivery to and removal from the site of the work $ **1,050.00**——— per drilling rig, plus $**7.00**—————— per lineal foot of hole drilled below the ~~[illegible]~~ **elevation of the stream bed at location of hole.**

(2) **The above prices are based on our operating a normal single shift five day week. Should you desire us to operate additional time and so order, we shall do so - in which case you are to reimburse us for the overtime extra labor cost, plus insurance and social security taxes thereon.**

Payments shall be made on or before the tenth day of each month and shall be for ninety percent (90%) of the proportion of the contract price represented by the work performed during the preceding month. Final payment shall be made within 30 days after completion of the work covered by this proposal. However, should the total price for work done hereunder not exceed $1,000.00, payment in full shall be made within ten days after the completion of the work.

Work shall be pushed to completion as speedily as is consistent with good workmanship but subject to all delays from strikes, lockouts, differences with workmen, or any other similar or dissimilar causes beyond our control. It is understood that we operate under accepted Union conditions.

This proposal is made on your warranty that our right to Mechanic's Lien has not been and is not waived. It is made, in duplicate, for your immediate acceptance and is subject to the approval hereon of one of our executive officers.

Respectfully submitted,

RAYMOND CONCRETE PILE COMPANY,
(GOW DIVISION)

BY: ....
RESIDENT MANAGER

ACCEPTED: Oregon State Highway Comm.
By W. C. Williams
Assistant State Highway Engineer

APPROVED:
RAYMOND CONCRETE PILE COMPANY

BY: ....

TEST BORINGS

FORM E-30 25M 6-49 92802

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 30, 1950

SUBJECT: Test Borings,
Marion Street Bridge

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

There were two clauses in the agreement with the Raymond Concrete Pile Company for test boring at the Marion Street Bridge which were not in accordance with my letter to them or with our conferences concerning the matter. These had to do with the furnishing of water for the drilling, which, of course, will come from the river through a pump which the Raymond Concrete Pile Company will furnish, and the second had to do with discontinuing the drilling at a point where 150 blows of the weight did not give 12 inches of penetration.

I have discussed these matters with Mr. Hjort over the telephone, and he has agreed to cancel out these two clauses. This has been done, and the contract is ready for execution.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm

ASSIGNMENT

No. 1672

-50

By

cription: Letter of 1-26-50 by A. Hjort of Raymond Cons. ile Co. enclosing three copies of proposal for drilling of test holes.

Acknowledged by _____ Referred to **Paxson** ✓

Investigate and report with recommendation

Investigation, such action as necessary and report

XXX Comment or recommendation **if OK for approval**

Return with rough draft of reply

Please prepare for ______________ signature

Assignment executed ______ Report received ______

Remarks: 1-31-50 me

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

AGREEMENTS CONTINGENT UPON STRIKES OR OTHER CAUSES BEYOND OUR CONTROL.

A FORM FOR EVERY PILE
A PILE FOR EVERY PURPOSE

Raymond Concrete Pile Company
140 Cedar Street
New York 6, N.Y.

CHICAGO OFFICE
111 W. MONROE STREET

CABLE ADDRESS
RAYCONPILE

ATLANTA
BALTIMORE
BOSTON
CHICAGO
CLEVELAND
DETROIT
BARRANQUILLA, COLOMBIA, S.A.
CARACAS, VENEZUELA, S.A.
LOS ANGELES
PHILADELPHIA
PITTSBURGH
SAN FRANCISCO
ST. LOUIS
WASHINGTON

A. HJORT
RESIDENT MANAGER

PORTLAND 4, OREGON
XXXXXXXXXXXXXXXXXXXXXX
421 S.W. 6th Ave.

B---PL
Marion Street Bridge
Salem, Ore.

January 26, 1950

Mr. R. H. Baldock
State Highway Engineer
Oregon State Highway Commission
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Gentlemen: Attention: Mr. W.C.Williams

We are in receipt of your letter of January 23rd, authorizing the drilling of test holes, as discussed by this office with Mr. Paxson. We enclose herewith, in triplicate, our proposal for this work, which will be in accordance with the requirements outlined in your letter.

If the above proposal meets with your approval, kindly sign and return two copies to this office for forwarding to our main office for signature by an authorized officer of our Company. We have already started to marshal equipment in Salem for this work and should commence operations by Monday or Tuesday, January 30th or 31st.

We thank you for having entrusted this work to us, and assure you of our full and interested cooperation.

Very truly yours,

RAYMOND CONCRETE PILE COMPANY

AHjort

A. Hjort
Resident Manager

Enc. 3

cc: Mr. G.S. Paxson, Bridge Engineer, Salem)w/enc.
Mr. K. Smith)
Mr. O. Struthers)w/enc.

AH:H

AGREEMENTS CONTINGENT UPON STRIKES OR OTHER CAUSES BEYOND OUR CONTROL.

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FOR FILING

January 23, 1950

Raymond Concrete Pile Company
421 S. W. Sixth Avenue
Portland 5, Oregon

Attention of Mr. A. Hjort

Gentlemen:

This is to confirm and make a record of the agreement reached between your company and Mr. Paxson for the drilling of test holes at the four stream piers for the proposed Marion Street Bridge in Salem. You are to furnish all the equipment and pay all costs involved in the drilling of a test hole at each of the four main river piers of the proposed Marion Street Bridge over the Willamette River at Salem. The holes are to be drilled approximately 40 feet deep below the elevation of the stream bed at each pier. You are to take samples of the material at each change in the type of material encountered or at intervals of each 5 feet, depending on which is the better procedure for accurately determining the type of foundation materials.

For this work you are to be paid as follows: (1) the sum of $7.00 per linear foot of drill hole, measured downward from the elevation of the stream bed at the location of each hole; and (2) the sum of $1,050 covering all costs of providing a barge or building a raft, moving equipment to the site and off again, and all other costs for which you are not paid under the unit price per foot of hole set up in item (1).

You are to begin this work as soon as it is practicable to get equipment assembled, and you are to complete it at the earliest feasible time.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP:gm
cc G. S. Paxson
M. H. Hawke

220-1064 East Eugene Grade Separation 1950
Structure
#3322

V. E. JOHNSON, MAYOR

OREN L. KING, CITY MANAGER

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

APRIL 15, 1953

MR. R. H. BALDOCK, STATE HIGHWAY ENGINEER
OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

DEAR MR. BALDOCK:

THE TWO WARRANTS ENCLOSED TOTALLING $33,603.99 CONSTITUTE PART PAYMENT OF THE BALANCE OF $66,603.99 DUE ON THE EAST EUGENE OVERCROSSING PROJECT. THE BALANCE DUE AFTER THIS PAYMENT WILL BE $33,000.00.

WE PLAN TO BUDGET $16,500.00 IN THE 1953-54 BUDGET, AND A LIKE AMOUNT IN THE 1954-55 BUDGET TO MEET THIS BALANCE. THESE PAYMENTS THEN CAN BE MADE IN AUGUST OF 1953 AND 1954.

WE HOPE THAT THIS ARRANGEMENT MEETS WITH YOUR APPROVAL.

VERY TRULY YOURS,

Oren L. King

OREN L. KING
CITY MANAGER

Warrant no. 3753 for $14,202.40
" No. 3754 for $19,401.59
received & sent to Acctg. Div.
4-16-53

OLK:EB F Query

ENCLOSURES
WARRANT #22980 - $19,401.59
WARRANT #22981 - $14,202.40

LEP

RECEIVED
FEB 1953
FOR FILING

230-1964

3322

February 4, 1953

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Mr. Beistel:

Confirming your telephone call of this date regarding the balance of $66,603.99 due the State Highway Department for construction of the Ferry Street Overcrossing, you are advised that the City's proposal to pay $41,000 at this time and the balance of $25,603.99 during the year 1954 is satisfactory, and your budget may be prepared accordingly.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. Prabent

RECEIVED
JAN 1[illegible] 1953
FOR FILING

January 12, 1953

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Mr. Beistel:

Attached hereto is a statement of the final construction cost and the right-of-way acquisition expense in connection with the East Eugene Overcrossing Project. The improvement was supervised by the State, and the distribution of cost has been apportioned to the County, City of Eugene, and the State in accordance with the agreement of December 31, 1946.

The summary statement discloses a final cost to the City of Eugene of $560,135.75, which represents a saving of $7,503.25 compared with the estimated cost of $567,639.00 as given in Exhibit "B" of the agreement. Credits applied to the total City obligation, consisting of $42,500.00 for right-of-way expenditures by the City and of $30,000.00 for elimination of two Mill Race bridges reduce the City's obligation to the State to a net amount of $487,635.75. Prior payments by the City have amounted to $421,031.76, leaving a net balance due of $66,603.99.

Will you please indicate your pleasure as to the payment of this balance, either by cash or by assignments out of the City's future motor vehicle revenue distributions, by your reply to this letter. It is hoped that all features of this cooperative undertaking have been carried out in accordance with your understanding of the conditions of the agreement, and that the improvements have been satisfactory in all respects to your City.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. S. H. Probert

SHP: bl

File Copy

EAST EUGENE OVERCROSSING PROJECT

Statement of City of Eugene's share of the cost of the East Eugene Overcrossing Project, consisting of 850 feet of four-lane viaduct; 235 ft. two-lane viaduct approach; 210 ft. two-lane viaduct approach; 192 feet of reinforced concrete retaining wall; 0.51 mile of grading and paving of approach roads and the construction of curbs, traffic islands, walks, sewers and other miscellaneous items, including the Fourth Avenue Connection Unit, State Contract No. 3322 awarded to Tom Lillebo, Reedsport, May 11, 1950, and completed October 30, 1951.

Total contract construction cost		$425,418.02
Royalty on borrow materials, 56,101.5 cu. yds. at 5¢		2,805.08
Miscellaneous Items:		
Relocate water mains	$1,981.04	
Rearrange Western Union Lines	3,992.37	
Signs, Lights, etc.	304.00	6,277.41
Construction engineering, 91.3% of $35,934.99		32,808.65
Bridge design expense, 100%		1,830.12
Right of way costs, 50% of $181,992.94		90,996.47
Total City share of project cost		$560,135.75
Credit, City payment for Mill Race properties		-42,500.00
Credit for elimination of Mill Race bridges		-30,000.00
Total City of Eugene share		$487,635.75
Prior payments by City		421,031.76
Unpaid City share		$ 66,603.99

1-8-53

EAST EUGENE OVERCROSSING PROJECT

RIGHT OF WAY COSTS

1. Properties from Railroad to Ferry Street Bridge

14012	S.P.R.R. Co. (No charge)	$ --
14013	Springfield Mill & Grain Co.	7,802.75
14014	Eugene Woolen Mill	3,186.00
14015	Robertson	2,758.00
14016	Dalton	2,993.39
14017	Flourney	5,055.00
14018	Lane County	25,185.00
14019	Zunke	420.00
14020	Evoniuk	7,551.25
		$ 54,951.39

2. Mill Race Property

13388	Purchased by City of Eugene for $50,000 less sale of portion for $7,500, leaving net cost of	$ 42,500.00
11971A	Walton	3,031.80
		$ 45,531.80

3. Excelsior Plant

11524	Eugene Excelsior Plant		$ 87,725.00
	Less parcels used in exchange =		
13383	Tillman	$8,712.00	
13384	Twin Oaks	7,606.50	-16,318.50
			$ 71,406.50

4. Eugene Fruit Growers and Long Bell

13387	Eugene Fruit Growers, - No extra cost, even exchange for part of Excelsior Plant property	$ --
13626	McDonald (formerly Long Bell property) portion taken	10,103.25
		$ 10,103.25

Total right of way cost - $181,992.94

City of Eugene share - 50% - - - - - - - - - - - - - - - - - - $ 90,996.47

Sheet 1 of 4

FERRY STREET (EUGENE) SECTION

EAST EUGENE TRAFFIC INTERCHANGE

County- Lane
Highway- Coburg County Road

Contract No. 3322
Job Prefix 220-1064

Item	Unit	Unit Price	City		County		State	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
Contract Construction								
1. Clearing and Grubbing	All	$3,000.00	All 2/3	$ 2,000.00	All 1/3	$ 1,000.00	- -	- -
2. Removal of Pavement	sq.yd.	0.90	972.6	875.34	- -	- -	- -	- -
. Removal of Walks & Driveways	sq.yd.	0.90	157.0	141.30	- -	- -	- -	- -
. Removal of Curbs & Gutters	lin.ft.	0.50	524.1	262.05	- -	- -	- -	- -
5. Removal of Catch Basins	each	15.00	4	60.00	- -	- -	- -	- -
6. Structural Excavation, Unclassified	cu.yd.	3.50	134.4	470.40	41.9	146.65	- -	- -
7. Trench Excavation, Unclassified	cu.yd.	3.50	4.8	16.80	- -	- -	- -	- -
8. Borrow Excavation, Unclassified	cu.yd.	0.32	22,234.1	7,114.91	2,282.1	730.27	- -	- -
9. General Excavation, Unclassified	cu.yd.	0.25	1,927.0	481.75	9,211.2	2,302.80	- -	- -
10. Short Overhaul	yd.sta.	0.015	- -	- -	15,902.6	238.54	- -	- -
11. Truck Haul on Borrow	yd.mi.	0.18	32,549.7	5,858.94	2,282.1	410.78	- -	- -
12. Finishing Roadbed & Slopes	mile	800.00	0.20	160.00	0.31	248.00	- -	- -
13. 18-inch Concrete Pipe	lin.ft.	2.20	- -	- -	312	686.40	- -	- -
14. 8-inch Sewer Pipe	lin.ft.	1.25	369	461.25	18	22.50	- -	- -
15. Adjustment of Manholes	each	50.00	2	100.00	- -	- -	- -	- -
. Concrete Catch Basins	each	55.00	9	495.00	- -	- -	- -	- -
. Concrete Curb & Gutter	cu.yd.	45.00	157.95	7,107.75	2.82	126.90	- -	- -
18. 3/4" x 18" Dowell Bars	each	0.25	134	33.50	- -	- -	- -	- -
19. Concrete Walks	sq.yd.	3.00	708.3	2,124.90	- -	- -	- -	- -
20. Concrete Expansion Joints in Walks	lin.ft.	0.15	170.3	25.55	- -	- -	- -	- -
21. Concrete Median Strip	cu.yd.	40.00	55.10	2,204.00	- -	- -	- -	- -
22. Resses for Traffic Control Markers	All	140.00	All	140.00	- -	- -	- -	- -
23. Concrete Sight Posts	each	11.00	8	88.00	- -	- -	- -	- -
24. Rock Slope Protection	sq.yd.	2.00	- -	- -	625.6	1,251.20	- -	- -
25. Selected Roadbed Topping	cu.yd.	0.42	4,135.7	1,736.99	7,699.4	3,233.75	144.4	$ 60.65
6. Hauling Roadbed Topping	yd.mi.	0.18	5,523.1	994.16	7,669.4	1,385.89	216.6	38.99
. 3/4" - 0 Leveling Course and Shoulders	cu.yd.	1.85	559	1,034.15	1,104	2,042.40	26	48.10

		Unit	City		County		State	
Item	Unit	Price	Quantity	Amount	Quantity	Amount	Quantity	Amount
28. Sprinkling	M-gal.	$ 2.50	94.25	$ 235.63	338.25	$ 845.62	- -	- -
29. Preparation of Base	mile	125.00	0.20	25.00	0.31	38.75	- -	- -
30. 3/4" - 0 Material in Binder Course	cu.yd.	2.75	16	44.00	108	297.00	- -	- -
31. Class "B" Asphaltic Concrete	ton	5.70	2,509.140	14,302.10	3,688.795	21,026.13	70.745	403.25
32. Aggregate in Seal Coat	cu.yd.	3.50	18	63.00	82	287.00	- -	- -
33. Emulsified Asphalt in Seal Coat	ton	38.00	2.36	89.68	15.03	571.14	- -	- -
34. Asphaltic Concrete Traffic Markers	lin.ft.	0.45	- -	- -	2,155.7	970.07	- -	- -
Excavation for Structures	cu.yd.	5.00	2,325.4	11,627.00	- -	- -	- -	- -
Structural Excavation Below Elevation Shown	cu.yd.	8.00	430	3,440.00	- -	- -	- -	- -
37. Class "A" Concrete	cu.yd.	48.50	4,064.14	197,110.79	- -	- -	- -	- -
38. Metal Reinforcement	lb.	0.09	993,615	89,425.35	- -	- -	- -	- -
39. Metal Rail	lin.ft.	10.50	2,765.09	29,033.45	- -	- -	- -	- -
40. Furnishing & Placing RC-3 Asphalt in Binder Course	ton	38.00	3.35	127.30	19.55	742.90	- -	- -
41. Clearing and Grubbing	All	1,200.00	All	1,200.00	- -	- -	- -	- -
42. Removal of Walks & Driveways	cu.yd.	5.00	2.41	12.05	- -	- -	- -	- -
43. Removal of Curbs & Gutters	lin.ft.	0.50	72.7	36.35	- -	- -	- -	- -
44. Structural Excavation, Unclassified	cu.yd.	3.00	390.7	1,172.10	- -	- -	- -	- -
45. Borrow Excavation, Unclassified	cu.yd.	0.32	26,916.9	8,613.41	- -	- -	- -	- -
46. Truck Haul on Borrow	yd.mi.	0.20	40,375.4	8,075.08	- -	- -	- -	- -
47. 18-inch Concrete Pipe	lin.ft.	2.50	219	547.50	- -	- -	- -	- -
30-inch Concrete Pipe	lin.ft.	6.00	231	1,386.00	- -	- -	- -	- -
Concrete Curb & Gutter	cu.yd.	45.00	20.12	905.40	- -	- -	- -	- -
50. 3/4" x 18" Dowel Bars	each	0.25	18	4.50	- -	- -	- -	- -
51. Concrete Walks	sq.yd.	3.00	93.9	281.70	- -	- -	- -	- -
52. Concrete Median Strip	cu.yd.	40.00	13.56	542.40	- -	- -	- -	- -
53. Selected Roadbed Topping	cu.yd.	0.44	2,582.8	1,136.43	- -	- -	- -	- -
54. Hauling Roadbed Topping	yd.mi.	0.20	3,874.3	774.86	- -	- -	- -	- -
55. 3/4"-0 Material in Leveling Course and Shoulders	cu.yd.	1.85	362	669.70	- -	- -	- -	- -
56. Sprinkling	M-gal.	2.50	59.25	148.13	- -	- -	- -	- -
57. 3/4"-0 Material in Binder Course	cu.yd.	2.75	-	- -	- -	- -	- -	- -
8. Class "B" Asphaltic Concrete	ton	5.70	1,308.265	7,457.11	- -	- -	- -	- -
Aggregates in Seal Coat	cu.yd.	3.50	20	70.00	- -	- -	- -	- -
Emulsified Asphalt in Seal Coat	ton	38.00	4.11	156.18	- -	- -	- -	- -

Item	Unit	Unit Price	City		County		State	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
61. Excavation for Structures	cu.yd.	$ 5.00	99.37	$ 496.85	- -	- -	- -	- -
62. Class "A" Concrete	cu.yd.	50.00	49.6	2,480.00	- -	- -	- -	- -
63. Metal Reinforcement	lb.	0.10	6,043	604.30	- -	- -	- -	- -
64. Furnishing & Placing RC-3 Asphalt in Binder Course	ton	38.00	- -	- -	- -	- -	- -	- -
PA#1-A (See Items 25 and 53)								
PA#2 Conduit, etc. for Lighting System	All	3,200.82	All 3/4	1,400.62	- -	- -	All 1/4	$ 800.20
PA#3 Rock Slope Protection (4th Street)	cu.yd.	3.00	352.8	1,058.40	- -	- -	- -	- -
#4 General Excavation	cu.yd.	0.25	67.4	16.85	- -	- -	- -	- -
Selected Roadbed Topping	cu.yd.	0.42	232	97.44	- -	- -	- -	- -
Hauling Roadbed Topping	yd.mi.	0.18	348	62.64	- -	- -	- -	- -
Removal of Concrete Foundations	lin.ft.	0.50	133.7	66.85	- -	- -	- -	- -
PA#5 1. Clearing and Grubbing	All	400.00	All	400.00	- -	- -	- -	- -
2. Removal of Walks	sq.yd.	0.90	116.7	105.03	- -	- -	- -	- -
3. General Excavation	cu.yd.	1.50	262.4	393.60	- -	- -	- -	- -
4. Structural Excavation	cu.yd.	3.50	11.0	38.50	- -	- -	- -	- -
5. Removal of Curb & Gutter	lin.ft.	0.50	80.6	40.30	- -	- -	- -	- -
6. 8-inch Sewer Pipe	lin.ft.	1.25	93	116.25	- -	- -	- -	- -
7. Concrete Curb & Gutter	cu.yd.	45.00	26.95	1,212.75	- -	- -	- -	- -
8. Concrete Catch Basins	each	55.00	1	55.00	- -	- -	- -	- -
9. Concrete Walks	sq.yd.	3.00	132.0	396.00	- -	- -	- -	- -
10. Motor Grader	hour	7.44	30	223.20	- -	- -	- -	- -
11. Roller 9-11 Ton	hour	6.50	5.50	35.75	- -	- -	- -	- -
12. 3/4"-0 Leveling Course	cu.yd.	2.00	58	116.00	- -	- -	- -	- -
13. Class "B" Asphaltic Concrete	ton	7.00	267,485	1,872.40	- -	- -	- -	- -
PA#6 Cement Adjustment in Favor of Contractor								
Prior to 10-25-50	bbl.	3.62	60	217.20	- -	- -	- -	- -
After 10-25-50	bbl.	3.77	206.26	777.60	- -	- -	- -	- -
PA#7 General Excavation-4th St.	cu.yd.	0.25	432.4	108.10	- -	- -	- -	- -
8-inch Sewer Pipe-4th St.	lin.ft.	1.25	141	176.25	- -	- -	- -	- -
EWO#1 Repair 6th Ave. Pavement	All	- -	- -	- -	- -	- -	- -	76.61
EWO#2 Change Slopes	All	- -	- -	151.20	- -	- -	- -	- -
EWO#3 Repair Unstable Parts of Asphaltic Concrete Base, Sta. 35+50 to 51+00	All	- -	- -	- -	- -	212.15	- -	- -
Removal of Overburden	cu.yd.	0.25	- -	- -	899.4	224.85	- -	- -
btotal Contract Construction Cost				$425,418.02		$39,041.69		$1,427.80
Avenue Connection (Included in above Total)				($ 38,112.80)				

	Item	Unit	Unit Price	City		County		State	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
	Royalty on Borrow Materials								
8.	Borrow Excavation, Unclassified	cu.yd.	$ 0.05	22,234.1	$ 1,111.71	- -	- -	- -	- -
25.	Selected Roadbed Topping	cu.yd.	0.05	4,135.7	206.79	- -	- -	- -	- -
45.	Borrow Excavation, Unclassified (4th St.)	cu.yd.	0.05	26,916.9	1,345.84	- -	- -	- -	- -
53.	Selected Roadbed Topping (4th Street)	cu.yd.	0.05	2,582.8	129.14	- -	- -	- -	- -
PA#4	Selected Roadbed Topping	cu.yd.	0.05	232	11.60	- -	- -	- -	- -
	Subtotal Royalty Due County for Material				$ 2,805.08		$-2,805.08		
	Miscellaneous Items								
SFO#230	Relocate Water Mains	All	- -	- -	$ 1,981.04	- -	- -	- -	- -
SFO#285	Rearrange Western Union Lines	All	- -	- -	3,992.37	- -	- -	- -	- -
SFO#276	Signs, Lights, etc.	All	- -	- -	304.00	- -	- -	- -	$1,023.64
	Subtotal Miscellaneous Items				$ 6,277.41		$-2,805.08		$1,023.64
	Engineering (Total $35,934.99)			91.3%	32,808.65	8.4%	3,018.54	0.3%	107.80
	Bridge Design (Total $1,830.12)			100 %	1,830.12				
	Total for Entire Project				$469,139.28		$39,255.15		$2,559.24

RECEIVED
FOR FILING
220-1064

OREGON STATE HIGHWAY DEPARTMENT
(date)
Dec. 30, 1952

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3322	19-final	Lillebo, Tom

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
23631	R-56507	$ 18,769.40	Dec. 29, 1952

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1951

Time Extensions: extended to Oct. 30, 1951 without penalty

Completion Date: Oct. 30, 1951

Date Accepted: Dec. 20, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 1-2-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JAN 2
a a Wicklander

NOTED ON CARD
1-2-53

RECEIVED
DEC 26 1952
FOR FILING

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

December 23, 1952

REFERRED TO
BY SECRETARY

H. B. Glaisyer, Secretary
State Highway Commission
State Highway Building
Salem, Oregon

Dear Mr. Glaisyer:

Acknowledgment is made of your letter of December 16 establishing a total of $254,436.80 as the amount due from Lane County in connection with the construction of the Ferry Street Bridge and the East Eugene Over-crossing Project.

A total of $150,000.00 has been transferred out of allotments due Lane County to and including October 1952, leaving an unpaid balance of $104,436.80.

Our records have been adjusted showing the final amount established, and withholdings from Lane County allotments on the basis of $15,000.00 quarterly will be made until the full amount is retired.

Yours very truly,

EARL T. NEWBRY
Secretary of State

By Harold F. Phillippe
Manager
Accounting Division

HFP:al

NOTED
H. B. GLAISYER

RECEIVED
DEC [illegible] 1952
FOR FILING

[illegible]

[illegible]

R

December 17, 1952

Mr. Henry F. Beistel
Finance Officer
Eugene, Oregon

Dear Mr. Beistel:

Will you please refer to my letter addressed to you under date of February 28, 1952, having reference to determining of final costs on the Ferry Street Overcrossing. In that letter I asked that you furnish the actual cost to the City of Eugene for the purchase of the Mill Race, less credits. We understand that the Mill Race cost approximately $50,000 but that the City sold some portions not required for actual right of way.

We now are in position to final out the entire project immediately upon receipt of information pertaining to the City's expenditure.

May we have this information at your early convenience. The City should be prepared to make payments in accordance with the terms of the contract for the balance due in the event you do not wish these funds deducted from the City of Eugene's share of gas tax money, as you advised in your letter of February 25, 1952.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

FORM E-30 25M 2-51 47199

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
December 12, 1952

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

The East Eugene Overcrossing Project and the Ferry Street Bridge with approaches are now finalled and the distribution of cost can be provided for the three cooperators: County, City and State.

One matter is still holding up the submission of the final billing to the City. It is the information regarding the actual expenditures by the City of Eugene for the Mill Race right of way, supposedly $50,000 or less, depending upon credits for sale of portions not needed for highway purposes.

Your letter of February 28, 1952, to Mr. Henry F. Beistel (File 220-1064) asked for this information. Apparently no reply has been made. How should we continue our further request for the information?

S. H. Probert

S. H. Probert
Office Engineer

RECEIVED
DEC 15 1952
OFFICE OF
STATE HIGHWAY ENGINEER

NOTED
W. C. WILLIAMS

LEP:gs

Suggest we tell the City we are going to start collecting from its allotments of M.V. Revenues. Assuming that the sales of land netted the City $10,000. Maybe that would get some action. City owes us $60,000 or $70,000.

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DEC 19 1952
FOR FILING

December 16, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol Building
Salem, Oregon

Attention: Mr. Harold F. Phillippe

Dear Mr. Newbry:

On the date of May 9, 1950, I transmitted to you a copy of a tri-party agreement dated December 31, 1946, setting out certain obligations of the State, County of Lane, and City of Eugene, in connection with the construction of the Ferry Street Bridge and the East Eugene Overcrossing Project.

This agreement provided for reimbursement to the State for funds advanced for Lane County by cash remittance and by assignment of a portion each quarter from Lane County's share of motor vehicle fees. Final cost of the improvement has now been determined, of which Lane County's share is $504,436.80. A total of $250,000.00 was paid by the County in cash and the balance of $254,436.80 is in the process of payment by $15,000.00 quarterly assignments, which began in July, 1950. A total of $150,000.00 has been transferred to and including the October, 1952 allotment, leaving an unpaid balance of $104,436.80.

This letter will establish the total obligation of Lane County under the Agreement and will set the last assignment as an amount of $14,436.80 in July, 1954.

An acknowledgment of this letter and your willingness to continue the making of these transfers will be appreciated.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMM.

CC:
R. H. Baldock
S. H. Probert

December 16, 1952

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Very truly yours,

Secretary

cc: S. H. Probert

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FOR FILING

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December 16, 1952

County Court of Lane County
Eugene, Oregon

Gentlemen:

Attached hereto are final construction cost statements for both the Ferry Street Bridge Project and the East Eugene Overcrossing Project. These improvements were supervised by the State, and distribution of cost has been apportioned to the County, City of Eugene and the State in accordance with the Agreement of December 31, 1946.

The summary statement discloses a final cost to Lane County of $504,436.80, excluding right of way cost for property purchased by the county north of the bridge. This is a saving of $30,863.20 compared with the estimated cost of $535,300.00 as given in Exhibit B of the Agreement.

Assignments out of Lane County's apportionments of motor vehicle fees will discharge the present unpaid balance of $104,436.80 at the rate of $15,000.00 each quarter ending with the July, 1954, assignment of $14,436.80.

It is hoped that all features of this cooperative undertaking has been carried out in accordance with your understanding of the conditions of the Agreement and that the improvements have been satisfactory in all respects to your County Court.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.

Ferry Street Bridge Project, Contract No. 3196

Total construction cost	$443,322.23
Construction engineering	20,029.30
Bridge design expense	1,830.12
Total, Ferry Street Bridge	$465,181.65

East Eugene Overcrossing Project, Contract No. 3322

Construction of north approach to Ferry Street Bridge	$ 39,041.69
Construction engineering 8.4%	3,018.54
Credit for royalty on borrow materials used on city portion of project, 56,101.5 cu. yds. at 5¢	-2,805.08
Total, Overcrossing Project	$ 39,255.15
Total County share of both projects	$504,436.80

Payments to date:

Cash remitted	$250,000.00	
Assignments:		
July, 1950	15,000.00	
Oct., 1950	15,000.00	
Jan., 1951	15,000.00	
Apr., 1951	15,000.00	
July, 1951	15,000.00	
Oct., 1951	15,000.00	
Jan., 1952	15,000.00	
Apr., 1952	15,000.00	
July, 1952	15,000.00	
Oct., 1952	15,000.00	
		400,000.00
Unpaid balance		$104,436.80

12/9/52

Sheet 1 of 4

FERRY STREET (EUGENE) SECTION

EAST EUGENE TRAFFIC INTERCHANGE

County- Lane
Highway- Coburg County Road

Contract No. 3322
Job Prefix 220-1064

Item	Unit	Unit Price	City		County		State	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
Contract Construction								
1. Clearing and Grubbing	All	$3,000.00	All 2/3	$ 2,000.00	All 1/3	$ 1,000.00	- -	- -
2. Removal of Pavement	sq.yd.	0.90	972.6	875.34	- -	- -	- -	- -
3. Removal of Walks & Driveways	sq.yd.	0.90	157.0	141.30	- -	- -	- -	- -
. Removal of Curbs & Gutters	lin.ft.	0.50	524.1	262.05	- -	- -	- -	- -
5. Removal of Catch Basins	each	15.00	4	60.00	- -	- -	- -	- -
6. Structural Excavation, Unclassified	cu.yd.	3.50	134.4	470.40	41.9	146.65	- -	- -
7. Trench Excavation, Unclassified	cu.yd.	3.50	4.8	16.80	- -	- -	- -	- -
8. Borrow Excavation, Unclassified	cu.yd.	0.32	22,234.1	7,114.91	2,282.1	730.27	- -	- -
9. General Excavation, Unclassified	cu.yd.	0.25	1,927.0	481.75	9,211.2	2,302.80	- -	- -
10. Short Overhaul	yd.sta.	0.015	- -	- -	15,902.6	238.54	- -	- -
11. Truck Haul on Borrow	yd.mi.	0.18	32,549.7	5,858.94	2,282.1	410.78	- -	- -
12. Finishing Roadbed & Slopes	mile	800.00	0.20	160.00	0.31	248.00	- -	- -
13. 18-inch Concrete Pipe	lin.ft.	2.20	- -	- -	312	686.40	- -	- -
14. 8-inch Sewer Pipe	lin.ft.	1.25	369	461.25	18	22.50	- -	- -
15. Adjustment of Manholes	each	50.00	2	100.00	- -	- -	- -	- -
. Concrete Catch Basins	each	55.00	9	495.00	- -	- -	- -	- -
7. Concrete Curb & Gutter	cu.yd.	45.00	157.95	7,107.75	2.82	126.90	- -	- -
18. 3/4" x 18" Dowell Bars	each	0.25	134	33.50	- -	- -	- -	- -
19. Concrete Walks	sq.yd.	3.00	708.3	2,124.90	- -	- -	- -	- -
20. Concrete Expansion Joints in Walks	lin.ft.	0.15	170.3	25.55	- -	- -	- -	- -
21. Concrete Median Strip	cu.yd.	40.00	55.10	2,204.00	- -	- -	- -	- -
22. Resses for Traffic Control Markers	All	140.00	All	140.00	- -	- -	- -	- -
23. Concrete Sight Posts	each	11.00	8	88.00	- -	- -	- -	- -
24. Rock Slope Protection	sq.yd.	2.00	- -	- -	625.6	1,251.20	- -	- -
25. Selected Roadbed Topping	cu.yd.	0.42	4,135.7	1,736.99	7,699.4	3,233.75	144.4	$ 60.65
26. Hauling Roadbed Topping	yd.mi.	0.18	5,523.1	994.16	7,669.4	1,385.89	216.6	38.99
7. 3/4" - 0 Leveling Course and Shoulders	cu.yd.	1.85	559	1,034.15	1,104	2,042.40	26	48.10

Item	Unit	Unit Price	City		County		State	
			Quantity	Amount	Quantity	Amount	Quantity	Amount
28. Sprinkling	M-gal.	$ 2.50	94.25	$ 235.63	338.25	$ 845.62	- -	- -
29. Preparation of Base	mile	125.00	0.20	25.00	0.31	38.75	- -	- -
30. 3/4" - 0 Material in Binder Course	cu.yd.	2.75	16	44.00	108	297.00	- -	- -
31. Class "B" Asphaltic Concrete	ton	5.70	2,509.140	14,302.10	3,688.795	21,026.13	70.745	403.25
32. Aggregate in Seal Coat	cu.yd.	3.50	18	63.00	82	287.00	- -	- -
33. Emulsified Asphalt in Seal Coat	ton	38.00	2.36	89.68	15.03	571.14	- -	- -
34. Asphaltic Concrete Traffic Markers	lin.ft.	0.45	- -	- -	2,155.7	970.07	- -	- -
5. Excavation for Structures	cu.yd.	5.00	2,325.4	11,627.00	- -	- -	- -	- -
Structural Excavation Below Elevation Shown	cu.yd.	8.00	430	3,440.00	- -	- -	- -	- -
37. Class "A" Concrete	cu.yd.	48.50	4,064.14	197,110.79	- -	- -	- -	- -
38. Metal Reinforcement	lb.	0.09	993,615	89,425.35	- -	- -	- -	- -
39. Metal Rail	lin.ft.	10.50	2,765.09	29,033.45	- -	- -	- -	- -
40. Furnishing & Placing RC-3 Asphalt in Binder Course	ton	38.00	3.35	127.30	19.55	742.90	- -	- -
41. Clearing and Grubbing	All	1,200.00	All	1,200.00	- -	- -	- -	- -
42. Removal of Walks & Driveways	cu.yd.	5.00	2.41	12.05	- -	- -	- -	- -
43. Removal of Curbs & Gutters	lin.ft.	0.50	72.7	36.35	- -	- -	- -	- -
44. Structural Excavation, Unclassified	cu.yd.	3.00	390.7	1,172.10	- -	- -	- -	- -
45. Borrow Excavation, Unclassified	cu.yd.	0.32	26,916.9	8,613.41	- -	- -	- -	- -
46. Truck Haul on Borrow	yd.mi.	0.20	40,375.4	8,075.08	- -	- -	- -	- -
47. 18-inch Concrete Pipe	lin.ft.	2.50	219	547.50	- -	- -	- -	- -
. 30-inch Concrete Pipe	lin.ft.	6.00	231	1,386.00	- -	- -	- -	- -
. Concrete Curb & Gutter	cu.yd.	45.00	20.12	905.40	- -	- -	- -	- -
50. 3/4" x 18" Dowel Bars	each	0.25	18	4.50	- -	- -	- -	- -
51. Concrete Walks	sq.yd.	3.00	93.9	281.70	- -	- -	- -	- -
52. Concrete Median Strip	cu.yd.	40.00	13.56	542.40	- -	- -	- -	- -
53. Selected Roadbed Topping	cu.yd.	0.44	2,582.8	1,136.43	- -	- -	- -	- -
54. Hauling Roadbed Topping	yd.mi.	0.20	3,874.3	774.86	- -	- -	- -	- -
55. 3/4"-0 Material in Leveling Course and Shoulders	cu.yd.	1.85	362	669.70	- -	- -	- -	- -
56. Sprinkling	M-gal.	2.50	59.25	148.13	- -	- -	- -	- -
57. 3/4"-0 Material in Binder Course	cu.yd.	2.75	-	- -	- -	- -	- -	- -
58. Class "B" Asphaltic Concrete	ton	5.70	1,308.265	7,457.11	- -	- -	- -	- -
59. Aggregates in Seal Coat	cu.yd.	3.50	20	70.00	- -	- -	- -	- -
0. Emulsified Asphalt in Seal Coat	ton	38.00	4.11	156.18	- -	- -	- -	- -

Item	Unit	Unit Price	City Quantity	City Amount	County Quantity	County Amount	State Quantity	State Amount
61. Excavation for Structures	cu.yd.	$ 5.00	99.37	$ 496.85	- -	- -	- -	- -
62. Class "A" Concrete	cu.yd.	50.00	49.6	2,480.00	- -	- -	- -	- -
63. Metal Reinforcement	lb.	0.10	6,043	604.30	- -	- -	- -	- -
64. Furnishing & Placing RC-3 Asphalt in Binder Course	ton	38.00	- -	- -	- -	- -	- -	- -
PA#1-A (See Items 25 and 53)								
PA#2 Conduit, etc. for Lighting System	All	3,200.82	All 3/4	1,400.62	- -	- -	All 1/4	$ 800.20
PA#3 Rock Slope Protection (4th Street)	cu.yd.	3.00	352.8	1,058.40	- -	- -	- -	- -
#4 General Excavation	cu.yd.	0.25	67.4	16.85	- -	- -	- -	- -
Selected Roadbed Topping	cu.yd.	0.42	232	97.44	- -	- -	- -	- -
Hauling Roadbed Topping	yd.mi.	0.18	348	62.64	- -	- -	- -	- -
Removal of Concrete Foundations	lin.ft.	0.50	133.7	66.85	- -	- -	- -	- -
PA#5 1. Clearing and Grubbing	All	400.00	All	400.00	- -	- -	- -	- -
2. Removal of Walks	sq.yd.	0.90	116.7	105.03	- -	- -	- -	- -
3. General Excavation	cu.yd.	1.50	262.4	393.60	- -	- -	- -	- -
4. Structural Excavation	cu.yd.	3.50	11.0	38.50	- -	- -	- -	- -
5. Removal of Curb & Gutter	lin.ft.	0.50	80.6	40.30	- -	- -	- -	- -
6. 8-inch Sewer Pipe	lin.ft.	1.25	93	116.25	- -	- -	- -	- -
7. Concrete Curb & Gutter	cu.yd.	45.00	26.95	1,212.75	- -	- -	- -	- -
8. Concrete Catch Basins	each	55.00	1	55.00	- -	- -	- -	- -
9. Concrete Walks	sq.yd.	3.00	132.0	396.00	- -	- -	- -	- -
10. Motor Grader	hour	7.44	30	223.20	- -	- -	- -	- -
11. Roller 9-11 Ton	hour	6.50	5.50	35.75	- -	- -	- -	- -
12. 3/4"-0 Leveling Course	cu.yd.	2.00	58	116.00	- -	- -	- -	- -
13. Class "B" Asphaltic Concrete	ton	7.00	267,485	1,872.40	- -	- -	- -	- -
PA#6 Cement Adjustment in Favor of Contractor								
Prior to 10-25-50	bbl.	3.62	60	217.20	- -	- -	- -	- -
After 10-25-50	bbl.	3.77	206.26	777.60	- -	- -	- -	- -
PA#7 General Excavation-4th St.	cu.yd.	0.25	432.4	108.10	- -	- -	- -	- -
8-inch Sewer Pipe-4th St.	lin.ft.	1.25	141	176.25	- -	- -	- -	- -
EWO#1 Repair 6th Ave. Pavement	All	- -	- -	- -	- -	- -	- -	76.61
EWO#2 Change Slopes	All	- -	- -	151.20	- -	- -	- -	- -
EWO#3 Repair Unstable Parts of Asphaltic Concrete Base, Sta. 35+50 to 51+00	All	- -	- -	- -	- -	212.15	- -	- -
P Removal of Overburden	cu.yd.	0.25	- -	- -	899.4	224.85	- -	- -
ubtotal Contract Construction Cost				$425,418.02		$39,041.69		$1,427.80
Avenue Connection (Included in above Total)				($ 38,112.80)				

Sheet 4 of 4

Item		Unit	Unit Price	City		County		State	
				Quantity	Amount	Quantity	Amount	Quantity	Amount
Royalty on Borrow Materials									
8.	Borrow Excavation, Unclassified	cu.yd.	$ 0.05	22,234.1	$ 1,111.71	- -	- -	- -	- -
25.	Selected Roadbed Topping	cu.yd.	0.05	4,135.7	206.79	- -	- -	- -	- -
45.	Borrow Excavation, Unclassified (4th St.)	cu.yd.	0.05	26,916.9	1,345.84	- -	- -	- -	- -
53.	Selected Roadbed Topping (4th Street)	cu.yd.	0.05	2,582.8	129.14	- -	- -	- -	- -
PA#4	Selected Roadbed Topping	cu.yd.	0.05	232	11.60	- -	- -	- -	- -
Subtotal Royalty Due County for Material					$ 2,805.08		$-2,805.08		
Miscellaneous Items									
SFO#230	Relocate Water Mains	All	- -	- -	$ 1,981.04	- -	- -	- -	- -
SFO#285	Rearrange Western Union Lines	All	- -	- -	3,992.37	- -	- -	- -	- -
SFO#276	Signs, Lights, etc.	All	- -	- -	304.00	- -	- -	- -	$1,023.64
Subtotal Miscellaneous Items					$ 6,277.41		$-2,805.08		$1,023.64
	Engineering (Total $35,934.99)			91.3%	32,808.65	8.4%	3,018.54	0.3%	107.80
	Bridge Design (Total $1,830.12)			100 %	1,830.12				
	Total for Entire Project				$469,139.28		$39,255.15		$2,559.24

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Salem, Oregon
December 12, 1952

Mr. W. C. Williams
Assistant State Highway Engineer

The East Eugene Overcrossing Project and the Ferry Street Bridge with approaches are now finalled and the distribution of cost can be provided for the three cooperators: County, City and State.

One matter is still holding up the submission of the final billing to the City. It is the information regarding the actual expenditures by the City of Eugene for the Mill Race right of way, supposedly $50,000 or less, depending upon credits for sale of portions not needed for highway purposes.

Your letter of February 28, 1952, to Mr. Henry F. Beistel (File 220-1064) asked for this information. Apparently no reply has been made. How should we continue our further request for the information?

S. H. Probert
Office Engineer

LEP:ge

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220-1064

3322

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 12, 1952

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SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer

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The East Eugene Overcrossing Project and the Ferry → 2176 Street Bridge with approaches are now finished and the distribution of cost can be provided for the three cooperators: County, City and State.

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/s/ L. E. Probert

L. E. Probert
Office Engineer

LEP:gs

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3322

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December 3, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
6th Floor, Mills Tower
San Francisco 4, Calif.

Gentlemen:

State Highway Contract No. 3322 for work performed on the East Eugene Traffic Interchange in Eugene on the Coburg County Road was completed by the contractor, Tom Lillebo, on October 30, 1951 and was formally accepted by the Highway Commission on December 20, 1951.

Final payment in the amount of $18,769.40 will be released to the contractor on or after December 13, 1952. The total contract amount is $466,887.51, of which amount $439.96 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

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cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

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FOR FILING.

February 28, 1952

Mr. Henry F. Beistel
Finance Officer
Eugene, Oregon

Dear Mr. Beistel:

I am sorry to advise that we have not yet completed the final estimate on the Ferry Street Overcrossing project and, therefore, can give you no different estimated total cost than that of $480,667 furnished to you on January 11, 1952. We now have final billings from the Western Union Telegraph Company, and our final computations should not show any but minor variance with the above quoted amount, and it would appear that you would be safe in using that figure to establish your budget for payment due the State.

We need additional information from the City of Eugene before we can make a final computation of this project. As you know, the State and City were to share in the cost of the right of way for the Ferry Street connection north of the railroad, the Mill Race section, and the overcrossing. The City expended, so we understand, $50,000 to purchase the Mill Race, and this amount has been credited to the City in the estimate furnished above. This means that the actual cost to the City will be slightly in excess of $530,000, considering the $50,000 already expended. The original estimated cost was $550,000.

We are told that the City sold some of the excess property that was purchased for the $50,000. If this is so, then this should be credited against the $50,000 expended, to the end that the actual amount paid out by the City can be tabulated in the final compilation. On this basis, we will appreciate your furnishing us as early as possible the exact amount expended by the City of Eugene for right of way and the amount, if any, received for the sale of portions of the property acquired.

As to waiving of the agreement wherein the Secretary of State will withhold from gas tax money due the City of Eugene sufficient payments to fulfill the City's obligation, I wish to advise that this is a matter beyond control and I am quite certain that the Highway Commission would not act favorably thereon. The Commission, acting in a businesslike manner, has adopted a policy that any amounts advanced to cities or counties must be covered by either cash deposits or a lien against future tax receipts.

In this instance it appears that the City will owe approximately $60,000, and, under the circumstances, this could be handled in only two ways; (1) annual deductions from tax moneys due the City by the Secretary of State, or (2) payment of the amount due in cash.

If you will advise us of the exact amount of money expended by Eugene, less credits, if any, for right of way, it will enable us to final out this entire project as soon as our final construction computations are completed.

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Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

. E. JOHNSON, MAYOR
OREN L. KING, CITY MANAGER

HENRY F. BEISTEL, FINANCE OFFICER

CITY OF EUGENE
FINANCE DEPARTMENT
EUGENE, OREGON

February 25, 1952

Mr. R. H. Baldock
State Highway Engineer
State Highway Department
Salem, Oregon

NOTED
W. C. WILLIAMS

Attention Mr. W. C. Williams

Dear Mr. Baldock:

In Re: Ferry Street Grade Separation Project
State Contract Number, 3322

We are doing some preliminary work on the City of Eugene budget for 1952-53, and we would like, if possible, to secure a definite figure on the amount yet to be paid by the City of Eugene on the Ferry Street Grade Separation Project.

We received an estimate from your office on January 11, 1952, showing the City's share of the project to be $480,667. The City had paid a total of $421,031.76 not counting certain credits to also apply against the total amount. We are wondering now if it would be possible to secure a final definite amount so that we can use this figure in preparing our budget.

We are aware that the contract between the State, County, and City provides that the balance due, over and above our $500,000 bond issue, is to be deducted from our share of the gas tax money due the City of Eugene from the State. We would prefer that this provision not be exercised and that the City of Eugene receive the full amount of the gas tax from the State and then actually budget the proper amount each year to be paid to the State the same as other disbursements are handled. It is much better from an accounting standpoint to handle the transaction in this manner.

We would appreciate your consideration of this request for the final accounting on this project and for permission to pay the balance due, not payable out of current funds available, out of appropriations which we will place in our budget during the next five years.

Very truly yours,

Henry Beistel

Henry F. Beistel
Finance Officer

HFB:eb

RECEIVED
JAN 30 1952
FOR FILING

[illegible]

[illegible]

January 29, 1952

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco 4, Calif.

Gentlemen:

It is the intention of the State Highway Commission to release to Tom Lillebo a portion of the funds heretofore retained by the Commission in connection with contract No. 3322, covering East Eugene Traffic Interchange on Ferry Street, Lane County.

This payment, which is in the amount of $27,478.17, reduces the retained percentage to 3% of the total amount earned by the contractor, or the sum of $13,863.74. The present payment will be released on or after February 8, 1952.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Rodgers Insurance Agency, Inc.
803 Title & Trust Bldg.
Portland 4, Oregon

NOTED ON CARD

1-29-52 gl

RECEIVED
JAN 15 1952
FOR FILING

[illegible]

3[illegible]

January 8, 1952

Mr. Henry F. Biestel
Finance Office
City of Eugene
Eugene, Oregon

Dear Sir:

In order to give you the present estimated total cost of the Ferry Street Grade Separation Project, we are attaching hereto a statement listing all items that will apparently enter into this cost with the probable amount to be expended for each item and the City's tentative share of the cost.

The structure is complete and the final quantities are being prepared for closing out the project. It may be a few weeks, however, before all items of cost are verified and the contractor paid his final estimate.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LRP:ew

OREGON STATE HIGHWAY DEPARTMENT

Estimated total cost of Ferry Street Grade Separation Project in Eugene.
State Contract No. 3322. Contractor Tom Lillebo.
Agreement of December 31, 1946

Contract payments	$469,500.00	
Construction engineering	35,000.00	
Protecting Western Union lines	5,100.00	
Signs, lights, etc.	1,725.00	
Reconstructing water and gas mains	1,980.00	
Estimated construction cost	$513,305.00	
City's tentation share - 85%		$436,309.00
Right of way costs (statement Nov. 1, 1950)		44,358.00
Estimated total city share		$480,667.00

Total payments by city - $421,031.76

Salem, Oregon
January 8, 1952

RECEIVED
JAN 11 1952
FOR FILING

220-1064
3103

3103

ASSIGNMENT

No. 3103
By WCW

Date: January 2, 1952

Description: **Final billing from Western Union Telegraph Company--Est. 682-50 - Construct temporary underground dip to clear construction of new highway overpass at Eugene**

Acknowledged by _____ Referred to Gardner

Investigate and report with recommendation
xxxx ~~Investigation~~, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for __________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed 1-11-52 Report received ________

Remarks: Bill Rec'd [illegible] for payment.

East Engr.

Form E-1—10M—4-51

220-1064

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending December 8, 1951

Section Ferry St. (Eugene)

Kind of work Grading & Paving

Highway Coburg County Road

Section prefix 220-1064

Contractor Tom Lillebo

Contract number 3322

Date of contract May 11, 1950

Date of completion Sept. 30, 1951

Date work started May 1, 1950

~~Estimated date of completion~~ Nov. 30, 1951

Amount of contract $ 459,724.75

Per cent of time elapsed 575/507 113 %

Estimated cost of completed project, exclusive of engineering $ 459,724.75

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 17,400.00, 3.8 %

Date project was completed Oct. 31, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Progress by Contractor

No Activity in cleaning up the job.

This will be the last report.

NOTED
H. G. SMITH

Engineering

2 men inoffice on final estimate.

RECEIVED
DEC 10 1951
OFFICE OF
CONSTRUCTION ENGINEER

Signed

Address 2141 East 15th Ave. Eugene, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date	53,400 cy	14,951 cy			7,568 T
Average daily quantities	COMPLETE				COMPLETE
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Showers		
Monday	" "		
Tuesday	Rain		
Wednesday	Cloudy		
Thursday	Cold		
Friday	Cold		
Saturday			

STATE PRINTING DEPT. 48418

RECEIVED
FOR FILING

220-1[illegible]

[illegible]

November 27 1951

Mr. Tom Lillebo
Reedsport
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 30 days, from October 1 to and including October 30, 1951, within which to complete your contract No. 3322 covering East Eugene Traffic Interchange on Ferry Street, Lane County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

L. R. Allen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

[illegible] CARD

RECEIVED
OCT 30 1951
FOR FILING

October 26, 1951

Request for extension of time
No. 9
November 8 and 9 meeting.

State Highway Commission

Gentlemen:

Re: Ferry Street (Eugene) Section
Contract No. 3322
Tom Lillebo, Contractor

Tom Lillebo, contractor for the construction of the East Eugene traffic interchange on the Eugene-Coburg Road in Lane County, is requesting an extension of time from October 1 to and including October 30, 1951 for the completion of the work under his contract.

The contractor was delayed for approximately one month by the addition of the construction of the Eighth Street connection. This was not included in the original contract. The roads and structures in the original contract were opened to travel July 28, 1951, and the traveling public has not been inconvenienced by the overrun in time.

I recommend that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

Attached

RECEIVED
JUL 31 1951
FOR FILING

22[illegible]

[illegible]

July 25, 1951

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Sir:

Attached hereto is our Invoice No. 20507, in triplicate, requesting reimbursement for the City of Eugene's share of expense by the State during the period April 10 to July 10, 1951, for the construction of the Ferry Street Railroad Overcrossing, State Contract No. 3322.

The detailed items earned by the contractor have been omitted on this invoice for brevity. This detail can be supplied if you deem it of importance on progress invoices, otherwise we will show the full detail of all items only upon submission of the final statement.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEP:gs

Attach.

RECEIVED
MAY 31 1951
FOR FILING

220 - 1064

[illegible]

May 24, 1951

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Sir:

This will acknowledge with thanks the receipt of check No. 1626 in the amount of $98,238.17 from the City of Eugene for its cooperative share of the cost of constructing the Ferry Street Overcrossing, under State Contract No. 3322, during the period from January 10 to April 10, 1951.

Your prompt payment of our claim is very much appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LNP:ew

cc: S. H. Probert
John W. Cattrall

RECEIVED
1951
FOR FILING

220-1064

3322

May 22, 1951

Mr. W. C. Williams
Assistant State Highway Engineer

We have received in this office Check No. 1626 in the amount of $98,238.17, from the City of Eugene, amount due for construction of Ferry Street Grade Separation Project in Eugene, State contract No. 3322.

Secretary

rn

cc - Mr. S. H. Probert

Mr. John W. Cattrall

RECEIVED
MAY 5 1951
FOR FILING

220-10[illegible]

3322

May 4, 1951

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Sir:

Attached hereto is our Invoice No. 19657 in the amount of $98,238.17 for the City of Eugene's share of the expense by the State to April 10, 1951, in the construction of the Ferry Street Railroad Overcrossing Project, State Contract No. 3322.

The references in this invoice to "Statement November 1, 1950" apply to the two statements submitted with our letter of November 1, 1950. One statement indicated the City's tentative proportionate share of the total construction cost as 85 per cent, and the other statement listed the various items involved in necessary right of way at a total estimated cost of $188,716.40.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LEP:ew

INVOICE

OREGON STATE HIGHWAY COMMISSION

SALEM, OREGON

City of Eugene
Eugene, Oregon

Attn: Henry F. Beistel

Invoice No. 19657
Date May 3, 1951
Your Req. No.
Billing Request No. OE 5179
Credit distribution: 220-1064-299 (Coop)

Construction of the Ferry Street Grade Separation Project in Eugene, State Contract No. 3322 with Tom Lillebo, Contractor, as per agreement of December 31, 1946.

Total construction cost to April 10, 1951	$357,737.82	
City's tentative share - 85%(Statement Nov. 1, 1950)		$304,077.15
Right of Way costs (Statement Nov. 1, 1950)	$188,716.40	
City's share - 50%	94,358.20	
Credit for estimated city R/W expenditures	-50,000.00	44,358.20
Total city share to April 10, 1951		$348,435.35
Less payment by City, March 1, 1951		-250,197.18
Due this estimate		$ 98,238.17

State Printing Dept. 45376

19657

OREGON STATE HIGHWAY COMMISSION

Statement of Construction costs to April 10, 1951, of the Ferry Street Grade Separation Project in Eugene, State Contract No. 3322 with Tom Lillebo, Contractor, authorized under Agreement of December 31, 1946, between the State, the City of Eugene and Lane County.

ITEM	TOTAL QUANTITIES TO DATE	UNIT	UNIT PRICE	TOTAL AMT. TO DATE
FERRY STREET UNIT				
1. Clearing & grubbing	95%	all	3,000.00	2,850.00
2. Removal of pavement	1,200	sq.yd.	.90	1,080.00
3. Removal of walks & driveways	140	sq.yd.	.90	126.00
4. Removal of curbs & gutters	520	l.f.	.50	260.00
5. Removal of catch basins	2	each	15.00	30.00
6. Structural excav., unclass.	130.5	c.y.	3.50	456.75
7. Trench excav., unclass.	4.8	c.y.	3.50	16.80
8. Borrow " "	26,100	c.y.	.32	8,352.00
9. General " "	7,500	c.y.	.25	1,875.00
10. Short overhaul	4,500	yd.sta.	.015	67.50
11. Truck haul on borrow	35,100	yd.mi.	.18	6,318.00
12. Finishing R/B & slopes	.31	mile	800.00	248.00
13. 18" concrete pipe	312	l.f.	2.20	686.40
14. 8" sewer pipe	447	l.f.	1.25	558.75
15. Adjustment of manholes	2	each	50.00	100.00
16. Concrete catch basins	4	each	55.00	220.00
17. Concrete curb & gutter	70	c.y.	45.00	3,150.00
18. 3/4" x 18" dowel bars	52	each	.25	13.00
24. Rock slope protection	628	sq.yd.	2.00	1,256.00
25. Selected R/B topping	12,000	c.y.	.42	5,040.00
26. Hauling " "	13,000	yd.mi.	.18	2,340.00
27. 3/4" -0" mat'l.in level.crs.& shldrs.	1,014	c.y.	1.85	1,875.90
28. Springkling	352	M/gal.	2.50	880.00
29. Preparation of base	.31	mile	125.00	38.75
30. 3/4"-0" material in binder crs.	124	c.y.	2.75	341.00
31. Class "B" asph. concrete	2,137	ton	5.70	12,180.90
35. Excavation for structure	2,400	c.y.	5.00	12,000.00
36. Struc. excav. below elev. shown	416	c.y.	8.00	3,328.00
37. Class "A" concrete	3,242	c.y.	48.50	157,237.00
38. Metal reinforcement	804,016	lb.	.09	72,361.44
39. Metal rail	1,580	l.f.	10.50	16,590.00
40. Furn. & plac. RC-3 asph. in binder course alternate ""A"	15	ton	38.00	570.00
FOURTH AVE. CONNECTION UNIT				
41. Clearing & grubbing	100%	all	1,200.00	1,200.00
44. Structural excav., unclass.	352.7	c.y.	3.00	1,058.10
45. Borrow excav., unclass	19,800	c.y.	.32	6,336.00
46. Truck haul on borrow	19,800	yd.mi.	.20	3,960.00
47. 18" concrete pipe	219	l.f.	2.50	547.50
48. 30" " "	186	l.f.	6.00	1,116.00
56. Sprinkling	5	M/gal	2.50	12.50
61. Excavation for structure	114	c.y.	5.00	570.00
62. Class "A" concrete	45	c.y.	50.00	2,250.00
63. Metal reinforcement	4,000	lb.	.10	400.00
PA#2 1¼" conduit	906	l.f.	.94	851.64
PA#2 1" "	438	l.f.	.73	319.74
PA#2 ½" "	5	l.f.	.30	1.50
PA#2 3/8" drain pipe	31	l.f.	.25	7.75
PA#2 2½" " "	2.5	l.f.	1.50	3.75
PA#2 6" x 8" x4" jct. boxes	9	each	22.00	198.00
PA#2 6" x 8" x6" " "	2	each	26.00	52.00
PA#2 1" expansion fittings	3	each	11.00	33.00
PA#2 1¼" " "	3	each	13.00	39.00
PA#2 1" galv. anchor bolts	20	each	2.25	45.00
PA#3 Rock slope protection	352	c.y.	3.00	1,056.00
PA#4 General excav., unclass	70	c.y.	.25	17.50
PA#4 Selected R/B topping	168	c.y.	.42	70.56
PA#4 Hauling " "	204	yd.mi.	.18	36.72
PA#4 Removal of conc. foundation	165.5	l.f.	.50	82.75
Force Account				76.61
Total earned by contractor to April 10, 1951				$332,788.81

Construction engineering to March 31, 1951	$21,323.13
Reconstructing water pipe lines	1,981.04
Signs and Markers	113.85
Protection of railroad facilities	1,530.98
Total cost to April 10, 1951	$357,737.82

RECEIVED
FOR FILING

Cross Referenced To:
Const
R19
Co. Rds.-Lane

April 6, 1951

Hon. D. T. Bayly
County Judge of Lane County
Eugene, Oregon

Dear Judge Bayly:

John W. Cattrall has referred to me your letter of March 22.

I have carefully looked over the Ferry Street bridge agreement, and I find that the County has paid $174,805.46 of the $250,000 in cash which it was to put into the project. Your warrant for $65,050.79 has been recently received. I note that you state that you will repay the $10,143.75 this year. This will clear up the $250,000 cash to be paid on the Ferry Street bridge.

The State was also to advance to the County, without interest, the remainder of the cost of the project up to a limit of $300,000, which is to be paid back in annual installments.

The original estimate of the cost of the Ferry Street bridge was $540,672. The work is not entirely complete, and the exact figures cannot be given at this time, but the indications are that the final cost will be substantially below this estimate.

I will be delighted to visit you as soon as I possibly can and go over the various projects around Eugene which you wish us to assist you in planning. The next State Highway Commission meeting is April 12 and 13, and I will be very busy until that time but will get in touch with you immediately thereafter.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

FORM E-30 25M 8-50 43299

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 3, 1951

SUBJECT: Ferry Street Bridge in Eugene

To: Mr. R. H. Baldock
State Highway Engineer
Office

Dear Sir:

The Ferry Street Bridge over the Willamette River in Eugene is covered in the tri-party agreement between Lane County, the City of Eugene, and the State. This agreement was dated December 31, 1946. In this agreement the county is to pay to the State $250,000 in cash, as the work progresses, and the State is to advance to the county without interest the remainder of the cost of the project up to a limit of $300,000. Under this agreement the money advanced to the county was to have been paid back in annual installments, so that the entire amount would be liquidated in a five-year period following the date of the agreement.

The project, however, was not immediately put under contract, and under date of January 2, 1947, Mr. Devers wrote to the county judge advising that it was not intended that the county should begin to pay on the money advanced by the State until such time as the State had actually advanced some or all of the money. The county is now making reimbursements against the money advanced by the State in the amount of $15,000 each quarter, and to date have made three such payments in a total amount of $45,000.

The county has already paid to the State $174,805.46 of the $250,000 in cash which they were to have put into the project. They now advise as follows:

> "After considerable investigation and a general consultation the Lane County Court has directed the County Treasurer to send $65,050.79 to the State Highway Commission to be applied on the $75,194.54 which your records showed we still were owing you on the $250,000 cash to be paid on the Ferry Street Bridge. The reason we did not send the whole amount was that the figure sent was the one placed in the Lane County 1950-51 Budget to be paid you. We expect to Budget the balance of $10,143.75 for you in our 1951-52 Budget. I hope this will be satisfactory with the State Highway Commission."

We have not yet received the warrant for $65,050.79 mentioned above, but it is assumed that it is on its way here.

check received 4/3/51 MHH

Our original estimate of the cost of the Ferry Street Project was $546,672. The work is not entirely complete and exact figures cannot be given, but the indications are that the total cost will be in the neighborhood of $500,000, and the State will only be called on to advance about $250,000 rather than the $300,000 upper limit set up in the agreement.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP:gm
cc M. H. Hawke

FORM E-30 25M 8-50 40200

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 2, 1951

SUBJECT:

To: Mr. R. H. Baldock

In response to your inquiry concerning the balance due from Lane County, our records indicate a balance of $215,407.26 outstanding, as of January 22, 1951.

The original charge against the county for the estimated costs of the project to July 10, 1950 was $370,255.69. Additional costs to October 10, 1950 amounted to $64,957.03, making the grand total charges $435,212.72. Against this sum, the county has made six payments totalling $219,805.46, leaving the balance as above.

M. H. Hawke

M. H. Hawke

MHH:pf

YLY, County Judge
ERT D. MACLAY, Commissioner
E G. RAISH, Commissioner
ARRY L. CHASE, Clerk
C. A. SWARTZ, Sheriff
C. E. LUCKEY, District Attorney
GEO. H. STOCK, Assessor

LANE COUNTY
EUGENE, OREGON

GRACE SCHISKA, Treasurer
P. M. MORSE, Surveyor
LUCILLE KLINGE, School Supervisor
FRED S. BUELL, Coroner
W. A. BORTZ, Veteran Service
HELEN SORANSON, County Land Agent
O. S. FLETCHER, Agriculture Agent

March 22, 1951

RECEIVED
MAR 23 1951
ENGINEER
COUNTY & CITY RELATIONS

John W. Cattrall
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Cattrall:

After considerable investigation and a general consultation the Lane County Court has directed the County Treasurer to send $65,050.79 to the State Highway Commission to be applied on the $75,194.54 which your records showed we still were owing you on the $250,000.00 cash to be paid on the Ferry Street Bridge. The reason We did not send the whole amount was thatthe figure sent was the one placed in the Lane County 1950-51 Budget to be paid you. We expect to Budget the balance of $10,143.75 for you in our 1951-52 Budget. I hope this will be satisfactory with the State Highway Commission.

You will remember we still have the agreements in regard to the County accepting back part of Highway 99 just North of Goshen. The Lane County Court is still of the opinion that the Highway Commission should take over a compensating mileage of County road into the State secondary system.

Regardless of this compensating mileage trade, Lane County has a very important traffic problem between the North end of the new Ferry Street Bridge and the Springfield area. Most of the people in Lane County seem to think that a new road should be constructed from the North end of the Ferry Street Bridge to Mill and Q Streets which is the point where the Marcola Road extends East to Hayden Bridge. We think this new road should be on a 120 foot right of way and at present we thought there should be two separate lanes of travel with a drainage ditch about thirty feet wide. We would like for the State Highway Commission to help us plan this road because it would relieve the heavy traffic along Highway 99 on the South side of the Willamette River where it traverses Franklin Blvd. and the Glenwood area. Also, if the State Highway brings a new road from Alfred Station through Coburg to connect at Judkins Point our new road would be the best connection direct to Eugene and direct to Springfield.

Could you arrange to have Mr. Baldock and one or two members of the Highway Commission come to Eugene at their earliest convenience to look over our proposed road and to arrange engineering advice to us?

March 22, 1951
Page 2 (cont'd)

The reason we want this matter started now is that houses are being built near where this road will be, and some might be built where we would want our right of way. Also we might want the State Highway Commission to make this new road a State secondary road in order that we could make it a limited access road. If our new road is properly constructed, it should carry a great deal of the log traffic from Mohawk Valley and the McKenzie Valley along the outside of Springfield into the Eugene mills. Will you please see Mr. Baldock on this and let us know.

Yours truly,

D T Bayly

D. T. Bayly
County Judge

DTBdp

RECEIVED

RECEIVED
1951
FOR FILING

[illegible]

[illegible]

March 1, 1951

Mr. Henry F. Beistel, Finance Officer
City of Eugene
Eugene, Oregon

Dear Mr. Beistel:

Receipt is acknowledged of Warrant No. 11572 and Warrant No. 11573, each in the amount of $125,098.59, or a total of $250,197.18, in payment of our Invoice No. 18994.

We thank you for your prompt attention to this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. S. H. Probert

ON, MAYOR
KING, CITY MANAGER

HENRY F. BEISTEL, FINANCE OFFICER

CITY OF EUGENE
FINANCE DEPARTMENT
EUGENE, OREGON

FEBRUARY 28, 1951

MR. R. H. BALDOCK
STATE HIGHWAY ENGINEER
OREGON STATE HIGHWAY COMMISSION
SALEM, OREGON

ATTENTION: MR. W. C. WILLIAMS ✓

NOTED
W. C. WILLIAMS

DEAR MR. BALDOCK:

WE ARE ENCLOSING TWO WARRANTS, EACH FOR $125,098.59 TOTALLING $250,197.18 IN PAYMENT OF YOUR INVOICE NO. 18994. YOU WILL NOTE THAT ONE WARRANT IS PAYABLE AT THE FIRST NATIONAL BANK OF EUGENE AND THE OTHER AT THE UNITED STATES NATIONAL BANK OF PORTLAND, EUGENE BRANCH.

Warrant 11572 for 125,098.59 18994
" 11573 " 125,098.59
received 2/28/51 + to acc div.
F Query

VERY TRULY YOURS,

Henry F. Beistel

HENRY F. BEISTEL
FINANCE OFFICER

HFB:LD
ENCL. 1 WARRANT $125,098.59 (U.S.)
1 WARRANT $125,098.59 (1ST NATIONAL)

RECEIVED

FOR FILING

220-1-61

RECEIVED

[illegible] JOHNSON, MAYOR
ORIN L. KING, CITY MANAGER

HENRY F. BEISTEL, FINANCE OFFICER

CITY OF EUGENE
FINANCE DEPARTMENT
EUGENE, OREGON

NOVEMBER 9, 1950

MR. R. H. BALDOCK
STATE HIGHWAY ENGINEER
SALEM, OREGON

ATTENTION: MR. W. C. WILLIAMS

DEAR SIR:

THIS WILL ACKNOWLEDGE THE RECEIPT OF YOUR LETTER OF NOVEMBER 3 WITH ATTACHED STATEMENT RELATIVE TO THE S.P. R. R. OVERCROSSING PROJECT.

WE WERE NOT AWARE THAT THE FIRST PAYMENT WOULD BE DUE BEFORE THE FIRST PART OF 1951 CONSEQUENTLY WE HAVE NOT ACCOMPLISHED THE SALE OF THE NECESSARY BONDS AS YET. HOWEVER WE ARE NOW PROCEEDING WITH A $450,000.00 BOND SALE WHICH SHOULD MAKE FUNDS AVAILABLE SHORTLY AFTER JANUARY OF 1951.

IT WOULD BE OUR SUGGESTION THAT YOUR ACCOUNTING DEPARTMENT SUBMIT AN INVOICE TO US ON JANUARY 10, 1951 COVERING THE FIRST TWO PAYMENTS AND ON EACH QUARTER THEREAFTER THROUGH OCTOBER 10, 1951.

VERY TRULY YOURS,

Henry F. Beistel

HENRY F. BEISTEL
FINANCE OFFICER

Copy to Probert.

HFB:LD

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NOV 8 - 1950
FOR FILING

225-1004

[illegible]

November 3, 1950

Mr. Henry F. Beistel
Finance Officer
City of Eugene
Eugene, Oregon

Dear Sir:

Receipt is acknowledged of your letter of October 23, regarding the City's obligation in connection with the S.P.R.R. Overcrossing Project.

Following the procedure of preparing quarterly statements to Lane County for the construction of the Ferry Street Bridge, we had planned to submit quarterly statements to the City of Eugene during the progress of constructing the overcrossing project.

The attached statement is, therefore, submitted for work performed to October 10 by the contractor, Tom Lillebo. You will note that the City's share of construction has been computed at 85% of the total, which percentage is an approximate segregation of costs to be used until the project is completed and an accurate detailed cost statement can be prepared. The method of arriving at the 85% share is outlined in the attached statement.

A summary of the right-of-way costs for the various properties acquired for the overcrossing project is attached. The City's share at 50% is $94,358.20. A final accounting of this expense cannot be prepared until the amounts expended by the City of Eugene are reported. For current billing purposes we have used $50,000 as the amount expended by the City and the same amount is credited against this first billing against the City.

Our accounting division is being provided with copies of these statements and will submit a formal invoice to the City within the next few days requesting the first payment. This invoice will carry the following summarized statement:

Total construction cost to October 10, 1950	$143,844.94	
City's share - 85%		$122,268.20
Acquisition of right of way	188,716.40	
City's share - 50%	94,358.20	
Credit for City expenditures	50,000.00	44,358.20
Total cost to October 10, 1950		$166,626.40

The schedule of quarterly payments to be made by the City is estimated as follows:

October 10, 1950	$166,626.40
January 10, 1951	75,000.00
April 10, 1951	35,000.00
July 10, 1951	100,000.00
October 10, 1951	106,728.90
	$483,355.30

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Encl.

OREGON STATE HIGHWAY COMMISSION

Statement of construction costs to October 10, 1950, of the Ferry Street Grade Separation Project in Eugene, State Contract No. 3322 with Tom Lillebo, Contractor, authorized under Agreement of December 31, 1946.

Ferry Street Unit

Clearing and grubbing	95%		$3,000.00	$ 2,850.00
Removal of pavement	1,200	sq. yds.	0.90	1,080.00
Removal of walks and driveways	140	sq. yds.	0.90	126.00
Removal of curbs and gutters	520	sq. yds.	0.50	260.00
Removal of catch basins	1	each	15.00	15.00
Structural excavation, unclassified	81	cu. yds.	3.50	283.50
Borrow excavation, unclassified	13,500	cu. yds.	0.32	4,320.00
General excavation, unclassified	7,500	cu. yds.	0.25	1,875.00
Short overhaul	4,500	yd. sta.	0.015	67.50
Truck haul on borrow	15,500	yd. mi.	0.18	2,790.00
Finish roadbed and slopes	0.31	mile	800.00	248.00
18" concrete pipe	312	lin. ft.	2.20	686.40
8" sewer pipe	129	lin. ft.	1.25	161.25
Concrete curb & gutter	16	cu. yds.	45.00	720.00
3/4" x 18" dowel bars	20	each	0.25	5.00
Selected roadbed topping	8,000	cu. yds.	0.42	3,360.00
Hauling roadbed topping	8,000	yd. mi.	0.18	1,440.00
3/4" - 0 Material in leveling course	850	cu. yds.	1.85	1,572.50
Sprinkling	327	M-gals.	2.50	817.50
Preparation of base	0.31	mile	125.00	38.75
3/4" - 0 material in binder course	88	cu. yds.	2.75	242.00
Class "B" asphaltic concrete	520	tons	5.70	2,964.00
Excavation for structures	1,931	cu. yds.	5.00	9,655.00
Structural excavation below elevation shown	416	cu. yds.	8.00	3,328.00
Class "A" concrete	1,060	cu. yds.	48.50	51,410.00
Metal reinforcement	322,771	lbs.	0.09	29,049.39
RC-3 asphalt in binder course	15	tons	38.00	570.00

Fourth Avenue Connection

Clearing and grubbing	100%		$1,200.00	$ 1,200.00
Structural excavation, unclassified	322	cu yds.	3.00	966.00
Borrow excavation, unclassified	18,200	cu. yds.	0.32	5,824.00
Truck haul on borrow	18,200	yd. mi.	0.20	3,640.00
18" concrete pipe	120	lin. ft.	2.50	300.00
30" concrete pipe	186	lin. ft.	6.00	1,116.00
Excavation for structure	114	cu. yds.	5.00	570.00

Class "A" concrete	45	cu. yds.	$ 50.00	$ 2,250.00
Metal reinforcement	4,000	lbs.	0.10	400.00
				$136,200.79
Construction engineering to September 30, 1950				7,644.15
Construction expenditures to October 10, 1950				$143,844.94

OREGON STATE HIGHWAY COMMISSION

RIGHT OF WAY COSTS FOR S. P. OVERCROSSING
ON FERRY STREET, EUGENE

Nine parcels north of railroad	$ 54,508.10
Mill Race property:	
Purchased by State	2,996.80
Purchased by City (approximate)	50,000.00
Excelsior Plant	71,181.50
Long Bell and Eugene Fruit Growers	10,030.00
Total Right of Way	$188,716.40
City of Eugene share 50%	$ 94,358.20

November 1, 1950

OREGON STATE HIGHWAY COMMISSION

S. P. OVERCROSSING, FERRY STREET, EUGENE

ESTIMATED CONSTRUCTION COSTS

Contract amount	$462,124.75	
Water and gas mains	2,000.00	
Conduits for lighting, etc.	5,600.00	
		469,724.75
10% Contingencies and engineering		46,972.48
Estimated total construction cost		$516,697.23

Cooperator	Estimated Shares	Credit City for Bridges	Estimated Adjusted Shares	Approximate % of each
City	468,997.10	-30,000.00	438,997.10	85%
County	46,566.19	- -	46,566.19	9%
State	1,133.94	+30,000.00	31,133.94	6%
Total	516,697.23	- -	516,697.23	100%

November 1, 1950

ON, MAYOR
L. KING, CITY MANAGER

HENRY F. BEISTEL, FINANCE OFFICER

CITY OF EUGENE
FINANCE DEPARTMENT
EUGENE, OREGON

October 23, 1950

NOTED
W. C. WILLIAMS

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

Referring to the agreement of December 31, 1946 between the State of Oregon, City of Eugene and Lane County we should like to know the following:

1. The approximate date of the first payment to be made by the City of Eugene.

2. The approximate schedule of payments to be made by the City on the total amount of the City's contribution.

It is necessary that we have the above information so that we can plan our bond sale to make funds available for such payments.

Very truly yours,

Henry F. Beistel

Henry F. Beistel
Finance Officer

HFB:ld

RECEIVED
[illegible] 1950
OREGON
STATE HIGHWAY COMMISSION

1859

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

May 24, 1950

NOTED
H. B. GLAISYER

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

Acknowledgment is made of the receipt of your letter of May 9th enclosing signed agreement between the State Highway Commission, the City of Eugene and Lane County, wherein $300,000.00 out of revenues from the Highway Fund, otherwise payable to Lane County, are assigned to the State Highway Commission.

On the basis of payment over a five year period we will withhold from the regular quarterly Lane county payments the sum of $15,000.00 and deliver the warrant for that amount to the State Highway Commission.

As outlined in your letter, no withholding will be made from payments otherwise to be made to the City of Eugene unless notified by your commission.

This agreement bears the date of December 31, 1946, and has been placed on file.

Yours very truly,

EARL T. NEWBRY
Secretary of State

By Harold F. Phillippi
Manager
Accounting Division

HFP:al

May 9, 1950

Hon. Earl T. Newbry
Secretary of State
CAPITOL

Dear Mr. Newbry:

I hand you herewith an executed copy of a tri-party agreement among the State Highway Commission, the City of Eugene, and Lane County, in respect to a state highway, city street and county road project in Eugene. This agreement provides for the financing of construction of the High Street-Walnut Street section of the Pacific Highway, the construction of the railroad-city street grade separation project, and the construction of a new bridge across the Willamette River on the Coburg Road.

The things to be done and the obligations to be assumed by each of the parties to the agreement are clearly set forth in the agreement. You will note in paragraph 12 on page 6, wherein the state advances to the county $300,000 or so much thereof as may be necessary to make it possible for the county to pay its share of the cost of the project, which sum is to be repaid by the county out of its annual allocation of state motor vehicle funds in five annual installments. Paragraph 10 on page 11 authorizes you as Secretary of State to withhold from the county annually sufficient of the county's allocation to meet its annual installment. Due to the fact that the funds which the county had on hand, viz: $250,000 (See paragraph 3 on page 1), are now about exhausted, this agreement is now being filed with you with a request that, starting with the next quarterly payment to the county in July, 1950, and continuing until the full amount of $300,000 has been paid or until notified by the Highway Commission to the contrary, there be deducted from the amount due and payable Lane County quarterly, one-quarter of the total annual payment, which amounts to $15,000.

You will note that this agreement also provides for reimbursement to the State Highway Commission of funds advanced to the city of Eugene to assist in payment of its share of the costs of the city's portion of this project. The City of Eugene has on hand approximately $500,000 to defray its share of the expense, and will use that money to pay off its commitments to the State Highway Commission as billings are made. The amount that the city has on hand may be sufficient to pay its entire obligation, in which event it will not be necessary to

Hon. Earl T. Newbry
May 9, 1950
Page 2.

exercise the assignment contained in the attached agreement. You will, therefore, make no deductions from the amounts due the City of Eugene by virtue of this assignment until requested to do so by the State Highway Commission.

Please acknowledge receipt of this agreement and advise the Highway Commission whether or not you are willing to make the deductions in conformity with the provisions thereof as supplemented by instructions given in this letter.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBO:ts
Enc.

cc - R. H. Baldock
M. H. Hawke
C. H. Probert

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DOMESTIC SERVICE
Check the class of service desired; otherwise this message will be sent as a full rate telegram

FULL RATE TELEGRAM		SERIAL	
DAY LETTER		NIGHT LETTER	

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE
Check the class of service desired; otherwise this message will be sent at the full rate

FULL RATE		DEFERRED	
CODE		NIGHT LETTER	

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 11, 1950
9:25 a.m.

Mr. Tom Lillebo

Reedsport, Oregon

State Highway Commission awarded you today contract for East Eugene Grade Separation Structure in Lane County, based on your low bid submitted April 25, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary

Oregon State Highway Commission

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MAY 16 1950
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[illegible]

May 11, 1950

Western Union Telegraph Company
Pacific Division
San Francisco, California

Attention: Mr. C. P. Norton

Gentlemen:

Reference is made to your letter of April 14 and the attached estimates of revisions to your lines near High Street in Eugene. The contract for this project was awarded today, and we expect the contractor to begin work on the project within the very near future. We would appreciate having your lines put in their temporary position as soon as possible so that no unnecessary delay to our contractor is occasioned. This letter is authority to proceed and to bill the State Highway Commission for the cost of the necessary revisions.

We have no particular objection to the estimates of cost or scheme proposed. We would suggest, however, that the scheme be checked over again on the ground before the temporary work is done. We note that there is a pole, on each side of the proposed overcrossing, marked for removal, and we are wondering why it would not be feasible to terminate the overhead lines in these two poles and materially reduce the length of conduit required for the temporary installation.

The work on the grade crossing, shown on the sketch attached to your letter, will all be done on the ground. We are not sure as to the vertical clearance which you have under the lines, but if this is sufficient to pass our equipment, there should not be any interference by reason of the construction of this grade crossing. On the opposite side of the overcrossing we would be doing no work that would interfere with the line between the pole next to the overcrossing and the pole which you have now indicated as the location of the terminal box.

Very truly yours,

R. H. Baldock
State Highway Engineer

GSP/ds
cc G. S. Paxson
W. C. Williams

ASSIGNMENT

No. 1856

Date: April 17, 1950

By

Description: Letter of April 14 from Western Union Telegraph Company re rearrangements of pole line and wires to clear proposed highway overpass at High Street, Eugene (3 copies each of field sheets attached)

Acknowledged by _ _ _ _ _ Referred to Paxson ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
xxx Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _

Remarks:

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

4-27-50

THE WESTERN UNION TELEGRAPH COMPANY

Pacific Division

San Francisco, Cal.

C
O
P
Y

April 14, 1950

ESTIMATE 682-50 - S. P. Eugene, Oregon, High Street - Overpass - Highway

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We have just received the Southern Pacific's concurrence in our plan for temporary and permanent re-arrangements of our pole line and wires to clear the proposed highway overpass at High Street, Eugene, Oregon, R.R. Engr's Station 981 plus 86.3.

The plan was covered on the ground January 24, 1950 by Messrs. Lytle and Umplett of the State Highway Commission, Mr. South of the S. P. Telegraph Department and Mr. Laird of this office.

There are attached three copies each of field sheets showing the temporary and the permanent work.

The temporary work includes:

Installing 452 feet of 26 pair Type CNB underground cable, protected by 3 inch iron pipe from M. P. 646 plus 46 to M. P. 647 plus 00.

Terminate the 45 open wires, install terminals and dead end guying, remove the open wires from three spans, remove three poles and eight crossarms.

The permanent work includes:

Set 3 poles, 1 guy stub, and one push brace
Set 3 anchors and attach 4 guys
Attach 12 crossarms
String 3 miles of wire
Remove the terminal equipment and the underground cable and pipe.

The estimated cost of this work is as follows:

	Temp	Perm	Total
Labor	$1520	$1669	$3189
Material	888	332	1220
Other disbursements	166	172	338
Social Security and Unemployment Insurance Taxes	61	67	128
Pensions and other benefits, Group Ins., Vacation Pay and holiday excused time	168	185	353
Workmen's Comp. Benefits	46	50	96
P.L. and P.D. Insurance	15	17	32
Supply Expense on Material	44	17	61
Transportation " "	266	100	366
Gross Cost	$3174	$2609	$5783
Credits	-128	-558	-686
Net Cost	$3046	$2051	$5097

Our pole line and wires are located on Southern Pacific Right of Way. If the plan of work and estimated costs are satisfactory to the Highway Commission, please give us the necessary billing authorization and inform us about what date it will be necessary to complete the temporary installation.

Yours truly,

C. P. Norton (sgd.)
c
Area Superintendent P & E

Enclosures

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MAY 11 1950
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3322

May 11, 1950

Mr. Tom Lillebo

Reedsport, Oregon

Dear Mr. Lillebo:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the East Eugene Grade Separation Structure in Eugene, Lane County. This award was based on your low bid of $462,124.75 submitted on April 25, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md
Attach.

cc - H. G. Smith
Goldie Lewis
S. H. Probert
G. S. Paxson
L. R. White, Assistant Commissioner
State Industrial Accident Commission

V. E. JOHNSON, Mayor

OREN L. KING, City Manager

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

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MAY 24 1950
FOR FILING

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Files

MAY 9, 1950

MR. R. H. BALDOCK,
OREGON STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

DEAR SIR:

ENCLOSED HEREWITH PLEASE FIND COPY OF RESOLUTION PERTAINING TO THE CITY'S AGREEMENT FOR THE CONSTRUCTION OF THE FERRY STREET OVERPASS. THIS RESOLUTION AGREES TO THE STIPULATIONS AS OUTLINED IN YOUR LETTER OF MAY 4, 1950 ADDRESSED TO THE MAYOR AND COMMON COUNCIL OF THE CITY OF EUGENE. THIS RESOLUTION WAS PASSED AT THE REGULAR MEETING OF THE CITY COUNCIL MAY 8, 1950.

VERY TRULY YOURS,

Oren L. King

OREN L. KING,
CITY MANAGER.

ENCL.: RESOLUTION

OLK:LG

REFERRED TO
[illegible]
BY SECRETARY

NOTED
State Highway Engineer

[illegible] in "[illegible]" of
contract [illegible]
make copy for [illegible] file and
[illegible] original is filed.
Also do same thing with County [illegible] should [illegible] in general file.

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FOR FILING

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RESOLUTION

WHEREAS, The Oregon State Highway Commission, Lane County and the City of Eugene have heretofore entered into a tri-partite agreement concerning the construction of the Ferry Street Overcrossing, and

WHEREAS, The parties are now ready to commence performance of said construction,

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Eugene that it is the desire of the Council to include in the construction contract a provision for the construction of the 4th Street connection as it appears upon the plans submitted by the City.

BE IT FURTHER RESOLVED, That the City of Eugene concurs in the award of the construction contract to Tom Lillebo of Reedsport, Oregon, on the basis of his bid submitted by him on April 25, 1950.

BE IT FURTHER RESOLVED, That the City of Eugene does hereby affirm that it is legally authorized to issue general obligation bonds of the City of Eugene to the extent of $500,000.00 by vote of the electors and that it will issue said bonds and will use the funds received from it exclusively for the purpose of meeting the obligations contained in the tri-partite agreement heretofore referred to.

BE IT FURTHER RESOLVED that the statements and arrangements as regards costs, payments (to total of not more than $550,000), deeding of mill race property and other matters as set forth in the letter of the Oregon State Highway Commission dated May 4, 1950 to the Mayor and Common Council of the City of Eugene are hereby accepted and concurred in by the City and will be conformed with by the City in all legal respects.

This resolution adopted May 8, 1950.

/S/ HENRY F. BEISTEL
City Recorder

(SEAL)

ORIGINAL COPY OF THIS RESOLUTION FILED IN CONTRACT NO. 3322.

RECEIVED
MAY 9 - 1950
FOR FILING

220-1064
3322

May 8, 1950

220-1064
3322

Mr. P. M. Morse
Lane County Engineer
Eugene, Oregon

Dear Mr. Morse:

Reply is made to your letter of April 27, inquiring when the State Highway Commission expects to make the first deduction of Lane County's share of highway revenues to reimburse the state for advance of funds to Lane County in connection with the Ferry Street Bridge.

This matter has required considerable thought, and it has been decided to ask the Secretary of State to put the assignment into effect at the next quarterly payment on July 1, 1950.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - R. H. Baldock
M. H. Hawks
S. H. Probert

ORSE, COUNTY ENGINEER

CERTIFICATE NO. 253

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

April 27, 1950.

Mr. H. B. Glaisyer, Secretary,
State Highway Commission,
Salem, Oregon.

Dear Sir:

In December, 1946, the State, City and County entered into an agreement for the construction of the Ferry Street Bridge. In the agreement the County is to repay the State Highway whatever portion of the $300,000.00 loan is required for the completion of the work. Can you tell me what quarter you will make the first deduction from our sales tax to cover this repayment?

I am trying to make up the road budget for 1950-1951, and if you are going to nick us before the April payment of 1951 of course I must deduct it from our other road expenditures.

Yours truly,

P. M. Morse

P. M. Morse,
County Engineer

Oct 46

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April 50

PMM:v

ANSWERED
H. B. GLAISYER

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May 5, 1950

Oregon State Highway Commission

Gentlemen:

Attached is a copy of a letter which we are sending to the City of Eugene as a preliminary to awarding contract for the Ferry Street (Eugene) Overcrossing Project.

As you know, this is a project which is to be paid for in all but small part by the City of Eugene. For that reason, we must have the City's concurrence before the award of contract is made.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

r. Bullock — 5-3-50

As I now interpret the meaning of ¶ 7 and 8, page 4, we are to submit monthly estimates to Co. & City, and in addition, certified copies of quarterly estimates to Co. & City. The quarterly estimates are to serve as basis of payments by Co. & City.

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 4, 1950

The Mayor and the Common Council
City of Eugene
Eugene, Oregon

Attention: Mr. Oren L. King, City Manager

Gentlemen:

At a meeting of the Oregon State Highway Commission held on April 25, 1950, bids were received on the Ferry Street Overcrossing project in the City of Eugene, the costs of which are to be shared by the City of Eugene, the County of Lane, and the State of Oregon, in accordance with an agreement entered into between those parties on December 31, 1946. The low bid submitted by Tom Lillebo of Reedsport, Oregon, amounted to $462,124.75. The Highway Commission referred this bid to the State Highway Engineer with power to make award of contract after he has made sure that such award has the approval of the City of Eugene and the County of Lane and that the City and the County are cognizant of their obligation in connection with the project and are able to meet them. In this connection, too, a decision is required from the City of Eugene as to whether or not it wishes the Fourth Street connection to be included or excluded from the project.

In the agreement of December 31, 1946, the City's share of the cost of the project, inclusive of rights of way, was estimated at $580,000. By reason of the favorable figure at which the contract construction has been bid, the estimate is now reduced to the tentative figure of $561,547, the detail of the reduced estimate being as follows:

	Total	City of Eugene	Lane County	State of Oregon
Contract bid	$462,124.75	$418,761.00	$42,332.90	$ 1,030.85
Conduits for signs, etc.	5,000.00	5,000.00		
Engineering and contingencies	47,372.48	43,036.10	4,233.29	103.09
Total construction cost	$514,497.23	$466,797.10	$46,566.19	$ 1,133.94
Right of way	188,000.00	94,000.00	- -	94,000.00
Subtotal	$702,497.23	$560,797.10	$46,566.19	$95,133.94

	Total	City of Eugene	Lane County	State of Oregon
Cost of watchmen and flagmen for railroad	$ 12,750.00			
Less amount to be assumed by railroad company	12,000.00			
Net railroad cost	$ 750.00	$ 750.00		
Total gross cost	$703,247.23	$561,547.10	$46,566.19	$95,133.94
Less credit for bridges	30,000.00	30,000.00	- -	- -
Estimated net cost of project	$673,247.23	$531,547.10	$46,566.19	$95,133.94

It is to be understood that the amounts here set forth are estimates only and that the actual cost upon which the amounts to be paid by the cooperating agencies are to be based may vary therefrom. Each cooperator is to understand that if the actual cost of the portion of the work which is chargeable to it is greater than here estimated, that cooperator will bear the whole of greater cost of that portion. If the actual cost of a cooperator's portion of the work is less than here estimated, that cooperator will bear no more than the actual cost of that portion.

The total cost and the City's share of cost as shown in the estimate are each inclusive of $34,694.00 for the Fourth Street connection. Neither the total cost nor the City's share as shown include anything for the moving of water and gas mains and pipe lines, the cost of which moving is estimated at $2,000. The understanding with respect to the moving of these mains and pipe lines is that the moving is not to be considered a part of the cooperative project and that its cost is to be borne in its entirety by the City.

In view of a statement made by Mr. King to the effect that it was an impression of some member of the Council that the cost of engineering was to be borne by the State, we must advise that that impression is not in accord with either the understanding of the Highway Commission or the provisions of the agreement as written and that, therefore, the City of Eugene must bear its pro rata of the engineering cost. This pro rata, presently estimated at $34,000, is included in the foregoing estimate as a part of the item ($42,430.10) set up for "Engineering and contingencies."

In accordance with the provision of Paragraph 8, Page 4, of the agreement, the Highway Commission will quarterly, following commencement of construction activities, submit to the City an estimate of the work accomplished and of the expense incurred to the dates stated therein which estimate will show the items and amounts chargeable to the City and the amount then due and payable to the State Highway Commission. Upon receipt of each such quarterly estimate, the City shall promptly make payment to the State Highway Commission of the amount shown to be then due; provided, however, that if and when the returns received by the City through the sale of bonds referred to in Paragraph 4, Page 7 of the agreement have been completely disbursed in the payment of the City's share of the cost of this project, such amounts as become due the State Highway Commission from the City will be advanced for the City by the Highway Commission and the State Highway Commission will receive reimbursement for amounts so advanced through assignment by the City from the City's shares of state motor vehicle funds as provided in Paragraph 6, Page 8 of the agreement.

In accordance with the provisions of Paragraph 3, Page 6, of the agreement, the City shall, promptly upon receipt of necessary right of way descriptions from the State Highway Commission, transfer to the State of Oregon by deed the part of the Mill Race property in Eugene which is needed by the State as right of way for the Pacific Highway.

In order that the way may be cleared for the awarding of the construction contract, we should be provided with copies of official actions taken by Council as follows:

1. Stating whether or not the contract is to include the construction of the Fourth Street Connection.

2. Concurring in the award of the construction contract to Tom Lillebo of Reedsport, on the basis of the bid submitted by him on April 25, 1950.

3. Stating that the City has funds with which to meet the financial obligations it has assumed under the terms of the agreement and that those funds will be devoted exclusively to the meeting of those obligations.

4. That the understandings and arrangements as regards costs, payments, deeding of Mill Race property, and other matters, as set forth in this letter, are accepted and concurred in by the City and will be conformed with by the City in all respects.

Very truly yours,

R. H. Baldock
State Highway Engineer

4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

~~NoA~~

(3K)

April 21, 1950

Oregon State Highway Commission

Gentlemen:

In the project for the overcrossing in Eugene for which bids are being called there is included the approaches to the Ferry Street bridge, which is a county project.

There is also included, at the request of the City, a connection from the main highway to Fourth Avenue, by means of an underpass, which is estimated to cost $36,000. This is an alternate to the main bid and, after the bids are received, the City of Eugene will decide whether or not it wishes to construct this connection, dependent upon the amount of the bid. When the hearing for the overcrossing was held before the Public Utilities Commissioner, the Commissioner ordered that, if High Street and Pearl Street crossings of the railroad were closed, the Railroad Company should pay to the City of Eugene 10 percent of the cost of the overcrossing, not to exceed $55,000. It is for this reason that the City requested the calling for the alternate bid.

The project authorization sheet, which is presented to you before award of contract is made, will set forth the exact amount chargeable to the County portion, the City portion, and the State portion.

Very truly yours,

R. H. Baldock
State Highway Engineer

NOA

3k

4-28-50

No letter in files transmitting agreement to Secty of State

Haynes says Co. has not repaid any part of the [illegible]

5-1-50 Phillips says he does not have copy.

Sent him a:m 5-1

7Q.

Co. paid to date 174 805.86 Hawke 5/3/50

10-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

3K

April 7, 1950

Oregon State Highway Commission

TED
Way Engineer

Gentlemen:

We are preparing to call for bids on the Southern Pacific Overcrossing project in Eugene, as well as approaches to the Ferry Street bridge on the Coburg County Road. If the rights of way are cleared, bids will be opened at the April 24-25 meeting. If the rights of way are not cleared, it will be necessary to hold the project over until the following meeting.

In order that you may have full information relative to these projects, I will recite to you briefly the facts of the agreement pertaining thereto as follows:

In 1947 the State Highway Commission, Lane County, and the City of Eugene entered into a three-way agreement providing for the construction of the High Street-Walnut Street Section of the Pacific Highway, the overcrossing of the Southern Pacific Railroad tracks, and a new bridge across the Willamette River on the Coburg Road. The total estimated cost of the projects at that time was $1,325,848, which sum was to be paid as follows:

State of Oregon - - - - - - - - - - - - - -	$229,176
City of Eugene - - - - - - - - - - - - - -	550,000
Lane County - - - - - - - - - - - - - - - -	546,672

The State has completed the High Street-Walnut Street Section and thereby completed its obligation in that respect. A contract has been let for the county bridge, for which the project authorization is $492,700, and the estimated cost of the approaches to be let now is $56,200, making the cost to the County $548,900, plus $18,835 for right of way, or a total of $567,735. The estimated cost for the overcrossing, which is the City's obligation, is $478,000, plus right-of-way costs of $93,700, or a total of $571,700. By the terms of the agreement it was stipulated that the City would not pay more than $550,000, so that any amount over $550,000 must be paid by the State. It is possible that a low enough bid will be received so that it will not be necessary for the State to aid in the financing of the overcrossing.

The agreement provided that the City would pass a bond issue for $500,000, which it has done, and that the State would advance $50,000, which is to be repaid from motor vehicle revenues in five equal annual installments.

E.R.

The County had on hand $250,000, and the agreement provided that the State advance to the County the sum of $300,000, which $300,000 would be repaid by the County from its motor vehicle fees in five equal annual installments.

The above report is furnished to you for informational purposes only, but if you have any questions regarding the matter a copy of the agreement will be available at the next meeting of the Highway Commission for discussion.

Very truly yours,

R. H. Baldock
State Highway Engineer

Ferry St. (Eugene) Project - County - City - State

To Contract April 25th
RR O'x-ing + approaches

As per Agreement of 12/31/46.
Est. Cost to County (Excl. R/W) - $535,300
" " to City (" ") - 467,200
City Max. (Incl. R/W) - $550,000 93.7
~~$560,900~~

County Status (Excl. R/W)
Present Willamette R. Bridge Contract - Est. Cost (3/31/50) $492,700
Est. Cost Co. Share of Approaches - (April Contr.) - 56,200
Total Est. County Cost (Const.) - $558,900

City Status (Excl. R/W)
Est. Cost City Share of RR O'x-ing + Appr. - (April Contract) $478,000
(Does not include 4th St. Conn.
Est. to cost - $35,600
Alt. Bids to be rec'd.)
Total Est. City Cost (Const.) $478,000

State to Pay for Connection (April Contract)
6th St. to Eugene Woolen Mills - Est. Cost - $1,200

April Contract Est Cost
County - 56,200
City - 478,000
State - 1,200
$535,400

Some Credit to City from S. P. Co.
Max. $12,000?

4/5/50
OW

RECEIVED
MAY 9 - 1950
FOR FILING

220 - 1064

2 [illegible]

May 5, 1950

Mr. P. M. Morse
County Engineer of Lane County
Eugene, Oregon

Dear Mr. Morse:

As requested in your letter of May 3, we are sending under separate cover a set of the plans and specifications for the Ferry Street Overcrossing Project in Eugene.

Experience of the past few years have indicated that the O-11 Type Wearing Surface is not adequate for traffic of the volume and weight to be carried by this project. It is for that reason that we have specified instead a wearing surface of asphaltic concrete.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

COUNTY ENGINEER

CERTIFICATE NO. 253

46075

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

May 3, 1950.

Mr. H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Sir:

Maps which we have on which the contract between State, County and City was made calls for "Wearing Surface Type O-11" while Contract was let for 3 inches of Asphaltic Macadam.

We are wondering what other changes have been made, so would appreciate print of plans on which bids were made.

Yours truly,

P. M. Morse
P. M. Morse,
County Engineer

PMM:v

RECEIVED
M[illegible] 1950
[illegible]
STATE HIGHWAY COMMISSION

M. Baldock
BY SECRETARY

RECEIVED
MAY 9 - 1950
FOR FILING

20-1064

3322

L. G. RAISH
COMMISSIONER

LANE COUNTY COURT
CLINTON HURD, JUDGE
Eugene, Oregon

May 5, 1950

Mr. R. H. Baldock
State Highway Commission
Salem, Oregon

Dear Sir:

Inclosed is a copy of the resolution you requested in your letter of May 4, 1950. The original was given to Mr. Cattrall on April 28th.

Yours truly,

Clinton Hurd
Clinton Hurd
County Judge

bw

enc:

NOTED
State Highway Engineer

IN THE COUNTY COURT FOR LANE COUNTY, STATE OF OREGON

In the Matter of Construction of the)
Ferry Street Bridge over the (RESOLUTION
Willamette River in Lane County)

WHEREAS, under the terms of the agreement between Lane County and the State Highway Commission, the State Highway Commission has advertised and received bids for the construction of a bridge and approaches across the Willamette River near the present site of the Ferry Street Bridge, and

WHEREAS, the lowest bidder for said construction was Tom Lillebo, Reedsport, Oregon,

IT IS, THEREFORE, DEEMED BEST and in accordance with the recommendation of the State Highway Commission that the contract for the construction of the said bridge approaches should be awarded to Tom Lillebo, Reedsport, in the amount of $46,566.19, being the County's part of said work.

IT IS FURTHER ORDERED that the State Highway Commission is requested to proceed with the awarding of said Contract.

Dated at Eugene, Oregon, this 28th day of April, 1950.

COUNTY COURT FOR LANE COUNTY

/S/ By CLINTON HURD
County Judge

County Commissioner

/S/ L. G. RAISH
County Commissioner

Original Copy of this Resolution filed in Contract No. 3322

RECEIVED
FOR FILING

May 5, 1950

Honorable Clinton Hurd
County Judge of Lane County
Eugene, Oregon

Dear Judge:

As you are aware, the contract for the Ferry Street Bridge over the Willamette River at Eugene did not include the grading and paving of the approach. To get this part of the work under contract in the most economical manner, we propose to include it in a contract which we are about to let for the Ferry Street Overcrossing and its approaches.

Bids for the Ferry Street Overcrossing, its approaches and the grading and paving of the approach to the Ferry Street bridge were received by the Highway Commission on April 25, 1950. The low bidder was Tom Lillebo of Reedsport, Oregon. The amount of his bid was $462,124.75, in which amount $42,332.90 is included for the said approach to the bridge.

As this low bid is considered a very favorable one, the Highway Commission desires to accept it and to make the award of contract to Mr. Lillebo. However, inasmuch as payment for the part of the work which is in the approach to the bridge is an obligation of Lane County under the provisions of the agreement entered into on December 31, 1946, between Lane County, the City of Eugene and the State Highway Commission, your County Court has a voice in the award of the contract. Therefore, before the award is made, the Commission would like to have your Court's concurrence in the award to Mr. Lillebo or, if the Court is unwilling to concur, an expression of the Court's disapproval.

In further explanation, permit us to say that the county's obligation in connection with the contract will include in addition to the estimated contract cost of $42,332.90 an estimated $4,233.29 for "engineering and contingencies," in connection with the work. Both of these estimates are subject to some variation, of course, and the actual cost to the County may be somewhat greater or somewhat less.

An early reply from the Court will be appreciated, as it is desired to have the contractor started on the work as soon as possible.

Very truly yours,

R. H. Baldock
State Highway Engineer

SHP:gs

RECEIVED
Y 9 - 1950
FOR FILING

May 4, 1950

The Mayor and the Common Council
City of Eugene
Eugene, Oregon

Attention: Mr. Oren L. King, City Manager

Gentlemen:

At a meeting of the Oregon State Highway Commission held on April 25, 1950, bids were received on the Ferry Street Overcrossing project in the City of Eugene, the costs of which are to be shared by the City of Eugene, the County of Lane, and the State of Oregon, in accordance with an agreement entered into between those parties on December 31, 1946. The low bid submitted by Tom Lillebo of Reedsport, Oregon, amounted to $462,124.75. The Highway Commission referred this bid to the State Highway Engineer with power to make award of contract after he has made sure that such award has the approval of the City of Eugene and the County of Lane and that the City and the County are cognizant of their obligation in connection with the project and are able to meet them. In this connection, too, a decision is required from the City of Eugene as to whether or not it wishes the Fourth Street connection to be included or excluded from the project.

In the agreement of December 31, 1946, the City's share of the cost of the project, inclusive of rights of way, was estimated at $580,000. By reason of the favorable figure at which the contract construction has been bid, the estimate is now reduced to the tentative figure of $561,547, the detail of the reduced estimate being as follows:

	Total	City of Eugene	Lane County	State of Oregon
Contract bid	$462,124.75	$418,761.00	$42,332.90	$ 1,030.85
Conduits for signs, etc.	5,600.00	5,600.00		
Engineering and contingencies	46,772.48	42,436.10	4,233.29	103.09
Total construction cost	$514,497.23	$466,797.10	$46,566.19	$ 1,133.94
Right of way	188,000.00	94,000.00	- -	94,000.00
Subtotal	$702,497.23	$560,797.10	$46,566.19	$95,133.94

	Total	City of Eugene	Lane County	State of Oregon
Cost of watchman and flagman for railroad	$ 12,750.00			
Less amount to be assumed by railroad company	12,000.00			
Net railroad cost	$ 750.00	$ 750.00		
Total gross cost	$703,247.23	$561,547.10	$46,566.19	$95,133.94
Less credit for bridges	30,000.00	30,000.00	- -	- -
Estimated net cost of project	$673,247.23	$531,547.10	$46,566.19	$95,133.94

It is to be understood that the amounts here set forth are estimates only and that the actual cost upon which the amounts to be paid by the cooperating agencies are to be based may vary therefrom. Each cooperator is to understand that if the actual cost of the portion of the work which is chargeable to it is greater than here estimated, that cooperator will bear the whole of greater cost of that portion. If the actual cost of a cooperator's portion of the work is less than here estimated, that cooperator will bear no more than the actual cost of that portion.

The total cost and the City's share of cost as shown in the estimate are each inclusive of $34,694.00 for the Fourth Street connection. Neither the total cost nor the City's share as shown include anything for the moving of water and gas mains and pipe lines, the cost of which moving is estimated at $2,000. The understanding with respect to the moving of these mains and pipe lines is that the moving is not to be considered a part of the cooperative project and that its cost is to be borne in its entirety by the City.

In view of a statement made by Mr. King to the effect that it was an impression of some member of the Council that the cost of engineering was to be borne by the State, we must advise that that impression is not in accord with either the understanding of the Highway Commission or the provisions of the agreement as written and that, therefore, the City of Eugene must bear its pro rata of the engineering cost. This pro rata, presently estimated at $34,000, is included in the foregoing estimate as a part of the item ($42,436.10) set up for "Engineering and contingencies."

In accordance with the provision of Paragraph 8, Page 4, of the agreement, the Highway Commission will quarterly, following commencement of construction activities, submit to the City an estimate of the work accomplished and of the expense incurred to the dates stated therein which estimate will show the items and amounts chargeable to the City and the amount then due and payable to the State Highway Commission. Upon receipt of each such quarterly estimate, the City shall promptly make payment to the State Highway Commission of the amount shown to be then due; provided, however, that if and when the returns received by the City through the sale of bonds referred to in Paragraph 4, Page 7 of the agreement have been completely disbursed in the payment of the City's share of the cost of this project, such amounts as become due the State Highway Commission from the City will be advanced for the City by the Highway Commission and the State Highway Commission will receive reimbursement for amounts so advanced through assignment by the City from the City's shares of state motor vehicle funds as provided in Paragraph 6, Page 8 of the agreement.

In accordance with the provisions of Paragraph 3, Page 6, of the agreement, the City shall, promptly upon receipt of necessary right of way descriptions from the State Highway Commission, transfer to the State of Oregon by deed the part of the Mill Race property in Eugene which is needed by the State as right of way for the Pacific Highway.

In order that the way may be cleared for the awarding of the construction contract, we should be provided with copies of official actions taken by Council as follows:

1. Stating whether or not the contract is to include the construction of the Fourth Street Connection.

2. Concurring in the award of the construction contract to Tom Lillebo of Reedsport, on the basis of the bid submitted by him on April 25, 1950.

3. Stating that the City has funds with which to meet the financial obligations it has assumed under the terms of the agreement and that those funds will be devoted exclusively to the meeting of those obligations.

4. That the understandings and arrangements as regards costs, payments, deeding of Mill Race property, and other matters, as set forth in this letter, are accepted and concurred in by the City and will be conformed with by the City in all respects.

Very truly yours,

R. H. Baldock
State Highway Engineer

This letter read
and approved by [illegible]
[illegible]

SHP:gs

RECEIVED
MAY 31 1950
FOR FILING
FORM E-80 25M 6-49 32002

[illegible]

3322

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 1, 1950

SUBJECT:

To: Mr. W. C. Williams
OFFICE

In connection with the Ferry Street bridge project, a delegation from the City of Eugene will appear in your office at 1:00 P.M., D.S.T., Tuesday, May 2.

Attached are three copies of a tabulation detailing the costs to the City of Eugene and three copies of a tabulation of right of way involved. These tabulations were presented to Mr. Orin King, City Manager, on Friday, April 28. Exhibit "B" of the agreement dated December 31, 1946, which details the items and estimated costs of the entire project was also called to Mr. King's attention at that time. He expressed a desire to confer with Highway Department officials as it is his understanding that certain members of the City Council are of the opinion that engineering costs were to be paid entirely by the State.

Lane County has approved the bid received on April 25 and has indicated so by the attached resolution.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann

John F. Hagemann
Field Engineer

JFH:MM
Att.

cc: Mr. E. M. Booth

NOTED
State Highway Engineer

FOR FILING

Ferry Street Bridge - Detailed Cost to City of Eugene

	City					
	Ferry Street	4th Street	Total	County	State	Total
Contract	$387,221.00	$31,540.00	$418,761.00	$42,332.90	$1,030.85	$462,124.75
Additional Items	5,600.00	--	5,600.00	--	--	5,600.00
Total	392,821.00	31,540.00	424,361.00	42,332.90	1,030.85	467,724.75
10% Eng. & Contingencies	39,282.10	[illegible]	42,436.10	4,233.29	103.09	46,772.48
Total	432,103.10	[illegible]	466,797.10	46,566.19	1,133.94	514,497.23
R/W			94,000.00*			94,000.00
Total			560,797.10	46,566.19	1,133.94	608,497.23
Less Credits						
Bridges		[illegible]				
R/W [illegible]		50,000.00	[illegible]			
			[illegible]			

* Approximate total cost of right of way to be purchased on 50-50 basis equals [illegible].

IN THE COUNTY COURT FOR LANE COUNTY, STATE OF OREGON

In the Matter of Construction of the Ferry Street Bridge over the Willamette River in Lane County)	RESOLUTION

Whereas, under the terms of the agreement between Lane County and the State Highway Commission, the State Highway Commission has advertised and received bids for the construction of a bridge and approaches across the Willamette River near the present site of the Ferry Street Bridge, and

Whereas, the lowest bidder for said construction was Tom Lillebo, Reedsport, Oregon,

It Is, Therefore, Deemed Best and in accordance with the recommendation of the State Highway Commission that the contract for the construction of the said approaches and bridge should be awarded to Tom Lillebo, Reedsport, in the amount of $46,566.19, being the County's part of said work.

It Is Further Ordered that the State Highway Commission is requested to proceed with the awarding of said Contract.

Dated at Eugene, Oregon, this 28th day of April, 1950.

County Court for Lane County

CLINTON HURD
County Judge

County Commissioner

L. G. RAISH
County Commissioner

RECEIVED
APR 25 1950
FOR FILING

320-1564

3322

April 21, 1950

Oregon State Highway Commission

Gentlemen:

In the project for the overcrossing in Eugene for which bids are being called there is included the approaches to the Ferry Street bridge, which is a county project.

There is also included, at the request of the City, a connection from the main highway to Fourth Avenue, by means of an underpass, which is estimated to cost $36,000. This is an alternate to the main bid and, after the bids are received, the City of Eugene will decide whether or not it wishes to construct this connection, dependent upon the amount of the bid. When the hearing for the overcrossing was held before the Public Utilities Commissioner, the Commissioner ordered that, if High Street and Pearl Street crossings of the railroad were closed, the Railroad Company should pay to the City of Eugene 10 percent of the cost of the overcrossing, not to exceed $55,000. It is for this reason that the City requested the calling for the alternate bid.

The project authorization sheet, which is presented to you before award of contract is made, will set forth the exact amount chargeable to the County portion, the City portion, and the State portion.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith

WCW:me bl

FORM [illegible]

RECEIVED
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 19, 1950

FILED
W. C. WILLIAMS

Mr. E. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: File L-1576

Dear Mr. Mayo:

Herewith I hand you original and one conformed copy of proposed easement agreement between Southern Pacific Company and the City of Eugene relative to the Eugene Overcrossing project, your File 911276/323. These were transmitted with your letter of April 10th.

Both copies have been executed by the City of Eugene and a correction has been made and initialed in paragraph 8 on page 4 which is identical with the correction made in the three-party construction agreement.

The two copies of the easement are accompanied by two copies of Resolution adopted by the City of Eugene under date of April 12, 1950. Both copies have been signed by Mr. H. F. Heistel and Mr. V. E. Johnson and bear the seal of the City of Eugene.

It is requested that after the easement has been executed in full by Southern Pacific Company, one copy be sent to us for our right of way records. After the necessary data is taken therefrom, it will be forwarded to the City of Eugene for placing on record. In order that the instrument be eligible for recording, it should be acknowledged either by Southern Pacific Company or by the City of Eugene. The forms as prepared and sent by you did not contain any forms of acknowledgment.

Very truly yours,

J. M. DEVERS

By

J. N. DeSOUZA
Assistant Counsel

JND:mm
Enc. 2

cc: Mr. John W. Pennington
City Attorney, Eugene
Mr. Walker Paul, Asst to Chief Engr
Southern Pacific Co., San Francisco
Mr. O. B. Paxson
Mr. W. C. Williams

ISSIONERS
BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

April 19, 1950

Mr. H. E. Mayo, Chief Engineer
Southern Pacific Company
65 Market Street
San Francisco 5, California

Re: File L-1576

Dear Mr. Mayo:

Herewith I hand you original and two counterparts of proposed agreement between Southern Pacific Company, the City of Eugene, and State of Oregon, by and through its State Highway Commission, relative to the Eugene Overcrossing project transmitted for execution with your letter of April 10th, your File 911276/323.

All three copies have been executed by the City of Eugene and the State Highway Commission, in accordance with a change which has been made in paragraph 11 on page 4. This change, you will note, has been initialed by all of the parties executing the agreement. As a matter of information, the correction made is in accordance with a telephone conversation by the writer with Mr. Walker Paul by long distance last week. At that time he was advised of the proposed revision to be made.

The forms of agreement are accompanied by three copies of a Resolution from the City of Eugene adopted April 12, 1950. Each of the copies has been executed by Mr. Henry F. Beistel, City Recorder, and Mr. V. E. Johnson, Mayor, and bears the official seal of the City of Eugene.

It is expected that in accordance with the usual practice, one fully executed copy will be returned to us and one fully executed copy will be sent to the City of Eugene after completion of the instrument by Southern Pacific Company.

Very truly yours,

J. M. DEVERS

By

J. [illegible]
Assistant Counsel

JR:ms
Enc.
cc: Mr. John W. Pennington
City Attorney, Eugene
Mr. Walker Paul, Asst to Chief Engr
Southern Pacific Co., San Francisco
Mr. G. S. Paxson
Mr. W. C. Williams ✓

RECEIVED
AUG - 1 1950
FOR FILING

ASSIGNMENT

Date: April 18, 1950

No.
By [illegible]

Description: Oren L. King's letter of 4-17-50 enclosing print of the 4th Avenue grades in connection with proposed 4th Avenue Underpass included in Ferry Street project

Acknowledged by _____ Referred to __ Probert _________

Investigate and report with recommendation
Investigation, such action as necessary and report
xx Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature
____

C.P.I.

Assignment executed ______ Report received ______

Remarks: H. G. Smith reports that above matter was taken care of in a manner satisfactory to Mr. King. Mr. King's letter has been lost. [illegible]

Cont. #[illegible]

E. JOHNSON, MAYOR

OREN L. KING, CITY MANAGER

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

RECEIVED
FOR FILING

220-1064

33-22

APRIL 17, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

MR. R. H. BALDOCK
STATE HIGHWAY ENGINEER
OREGON STATE HIGHWAY DEPARTMENT
SALEM, OREGON

DEAR SIR:

I AM ENCLOSING HEREWITH A PRINT OF THE 4TH AVENUE GRADES IN CONNECTION WITH THE PROPOSED 4TH AVENUE STREET UNDERPASS INCLUDED IN THE FERRY STREET PROJECT. WE HAVE SHOWN IN RED A PROPOSED REVISION IN GRADES TO MORE ADEQUATELY FIT THE ABUTTING PROPERTY ON 4TH AVENUE BETWEEN MILL AND HIGH STREETS. WE REALIZE THAT THIS PROPOSED GRADE DOES NOT MAKE AS DESIRABLE A GRADE CONNECTION WITH HIGH STREET AS THE ONE NOW SHOWN ON THE CONSTRUCTION PLANS, BUT IT IS OUR FEELING THAT THE BENEFITS FROM THIS NEW GRADE WARRANT THIS CHANGE IN ORDER TO SERVE THE ABUTTING PROPERTY AND STILL HAVE A FAIR INTERSECTION GRADE AT HIGH AND 4TH AVENUE.

THANK YOU AGAIN FOR YOUR ASSISTANCE. I REMAIN

VERY TRULY YOURS,

Oren L. King

OREN L. KING
CITY MANAGER

OLK:LD
ENCL. BLUEPRINT

CC: MR. WALTER SCHMEIDING

April 18, 1950 ASSIGNMENT

No. 1860
By Lm

Description: Oren L. King's letter of 4-17-50 enclosing print of the 4th Avenue grades in connection with proposed 4th Avenue Underpass included in Ferry Street project

Acknowledged by _____ Referred to Probert ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
xx Comment or recommendation
Return with rough draft of reply
Please prepare for ______________ signature

Assignment executed ______ Report received ______

Remarks: Mr. Probert reported that above matter was taken care of in manner satisfactory to Mr. King

PLEASE RETURN TO
W. C. WILLIAMS
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MILL
ST.
AVENUE
Pump

RECEIVED
APR 24 1950
FOR FILING
FORM E-30X 15M 6-49 32803

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 17, 1950

SUBJECT: File L-1576

To:

Mr. H. B. Glaisyer
Secretary

OFFICE

Dear Sir:

Herewith I hand you for execution by the State Highway Commission, three copies of proposed form of Agreement between Southern Pacific Company, City of Eugene, and the Highway Commission covering the Eugene Overcrossing project. It is requested that they be executed by the State Highway Commission with a minimum of delay and returned direct to me for further handling. Bids for the construction of the project have been called for to be received April 25th.

The form of agreement has been executed by the City of Eugene and has been approved as to form by Mr. Devers. The approval of Mr. Baldock or Mr. Williams has not been endorsed on the instrument although it is the same as the form previously examined by Mr. Williams with practically all of the changes suggested to Southern Pacific Company having satisfactorily been made. There is still one minor item in paragraph 11, page 4, which may be the subject of some bickering, but rather than delay the whole proceeding, a change by interlineation has been made.

In execution of the instrument by the Commission, the mentioned change in paragraph 11 on page 4 should be initialed by each member of the Commission executing the instrument.

Very truly yours,

J. M. DEVERS

By

J. W. DeSOUZA
Assistant Counsel

JWD:ms
Enc. 3

cc: Mr. W. C. Williams

RECEIVED
APR 1[illegible] 1950
FOR FILING

220-[illegible]

3822

April 14, 1950

Mr. Oren L. King
City Manager
Eugene, Oregon

Dear Sir:

In reply to your letter of April 13 relative to the Ferry Street bridge approach project, we are investigating the matter of installing conduits, etc. for future lighting. This matter will be discussed with you before award of contract is made, so that satisfactory arrangements may be perfected.

As to heating of the approaches, Mr. Paxson has furnished to you a copy of a letter addressed to County Engineer Morse, which letter, I believe, fully explains this feature.

We would see no reason to cut the median strip at the 3rd Avenue intersection if the connection to 4th Avenue is constructed. However, as this is a city project and the city wishes the median strip eliminated, we will be glad to concur in your request if, after due consideration, it seems the desirable thing to do from a safety standpoint.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. G. S. Paxson
Mr. F. B. Crandall

E-35

OREN L. KING, CITY MANAGER

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

APRIL 13, 1950

MR. R. H. BALDOCK,
HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

W. C. WILLIAMS

DEAR SIR:

WITH FURTHER REFERENCE TO THE FERRY STREET BRIDGE APPROACH PROJECT, WE WISH TO CALL TO YOUR ATTENTION THE DESIRABILITY OF PROVIDING FACILITIES FOR FUTURE LIGHTING OF THE APPROACH AND THE BRIDGE INVOLVING CABLES FOR FUTURE INSTALLATION.

WE ALSO FEEL THAT PROVISION SHOULD BE MADE FOR HEATING THE APPROACHES TO THE BRIDGE AS AN 8% GRADE IS INVOLVED.

WE ALSO WISH TO HAVE YOUR OPINION ON THE POSSIBILITY OF ELIMINATING THE CENTER MEDIUM STRIP AT THE INTERSECTION OF 3RD AVENUE WITH THE OVERPASS TO AFFORD LEFT HAND CROSS MOVEMENT ON TO 3RD AVENUE.

VERY TRULY YOURS,

Oren L. King

OREN L. KING,
CITY MANAGER.

OLK:LG

SON, MAYOR

OREN L. KING, CITY MANAGER

VED

FOR FILING

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

MARCH 30, 1950

NOTED
W. C. WILLIAMS

[illegible]
1665
1770

MR. R. H. BALDOCK,
STATE HIGHWAY ENGINEER,
OREGON STATE HIGHWAY COMMISSION,
SALEM, OREGON.

DEAR MR. BALDOCK:

IN ANSWER TO YOUR LETTER OF MARCH 15, 1950 PERTAINING TO THE FINAL CONSTRUCTION PLANS FOR THE FERRY STREET OVERPASS AS NUMBERED 9283 TO 9298 INCLUSIVE AND DRAWINGS 9233 AND S-83, I WISH TO ADVISE THAT THESE HAVE BEEN REVIEWED BY THE CITY OF EUGENE AND WERE APPROVED AT THE REGULAR COUNCIL MEETING HELD MARCH 27, 1950.

AUTHORITY IS HEREBY GRANTED BY THE CITY OF EUGENE TO PROCEED AS OUTLINED IN YOUR LETTER OF MARCH 15TH, TO CALL FOR BIDS FOR THIS PROJECT AS SOON AS THE AGREEMENT BETWEEN THE CITY AND THE SOUTHERN PACIFIC COMPANY HAS BEEN CONSUMMATED.

VERY TRULY YOURS,

Oren L. King

OREN L. KING,
CITY MANAGER.

OLK:LG

[illegible] and [illegible] paper

EIVED
FOR FILING

COPY

LANE COUNTY COURT

EUGENE, OREGON

March 28, 1950

K. D. Lytle
State Engineer
Roseburg, Oregon

Dear Sir:

We wish, and this will be your authority to carry the survey in connection with the Ferry Street Bridge far enough to provide connection with the road leading to the north approximately one-half mile beyond the Ferry Street Bridge, at County expense.

We especially want this so that we can replace the small bridge at the Irish-McBroom Packing Plant.

Yours truly,

LANE COUNTY COURT

(sgd) Clinton Hurd
Judge

(sgd) W. J. Holland
Commissioner

(sgd) L. G. Raish
Commissioner

ASSIGNMENT

, 1950

No. 178

By

ption: **Survey of location of small bridge north of Ferry Street structure in Eugene. E. D. Lytle letter of March 15 to H. G. Smith.**

Acknowledged by _ _ _ _ _ Referred to _ _ **H. G. SMITH** _ _ _ _ _ _

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed _ _ _ _ _ _ Report received _ _ _ _ _

Remarks: **We need letter from County that County will pay for survey.** - attached hereto e.a.p. 4-5-50

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

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FOR FILING

File

1665

March 15, 1950

Mr. O. L. King, City Manager
City of Eugene
Eugene, Oregon

Dear Mr. King:

Under separate cover we are sending you two sets of the plans for the city project connecting the state highway with the Ferry Street Bridge. These plans include seven sheets of road plans, Drawings No. 9283 to 9298 inclusive, Drawing 9233, and S-83. These latter plans are the plans for the structure itself. You will note that the road plans include the Fourth Avenue connection on which we are taking bids subject to the elimination of this work from the contract in case the costs are too great. The road plans also include the construction of the road approaches on the north side of the river, which are part of the county project.

We would appreciate your examination of these plans and approval, or other comment, so that all of these details may be cleared away and advertisement made as soon as the agreement between the city and the railroad is completed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

CSP:gm
cc O. S. Paxson

COUNTY ENGINEER

EIVED

FOR FILING

CERTIFICATE NO. 253

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

January 20, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Attention: Mr. W. C. Williams

Dear Sir:

Your letter of the 19th in regard to fill, etc., at the northeast end of the Ferry Street Bridge, received this morning.

The County Court, after discussing this work this morning, do not see how they can possibly handle it with the County forces and can see no advantage in the County mixing in on contracts.

Weather conditions will use all of our equipment on repair work, therefore, will you handle this work as provided in the original agreement, and do not count on the County doing any part?

By order of the Lane County Court.

Yours very truly,

P. M. Morse

P. M. MORSE
County Engineer

PMM:OC

W. C. WILLIAMS

Noted CW

ASSIGNMENT

No. 1665

21-50

By [illegible]

cription: P. M. Morse' letter of 1-20-50 re Ferry St. Bridge fill.

Acknowledged by _____ Referred to Probert ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

✓Assignment executed ______ Report received ______

Remarks: Please have grading, etc. shown on our plans. Pfifer is working this. WCW

Ret'd. 1-25-50

EIVED
1950
FOR FILING

Engr.

File

January 19, 1950

Mr. P. H. Morse
County Engineer of Lane County
Eugene, Oregon

Dear Sir:

With reference to work at the northeast end of the Ferry Street bridge, I am sorry to advise that our detail plans pertaining to concrete dividers, channelizing, etc. are not quite complete, and it will probably be some two or three weeks before they are.

You have already been furnished plans for the grading and gravel surfacing. Permit me to suggest that you proceed to let a contract for the grading and surfacing and then at some later date call bids for the oil surfacing, concrete dividers, channelization, etc.

There is also the possibility that this work is of such a minor nature that it would be better to include it in the overall contract which the State expects to let in connection with the City's project for the railroad overcrossing. However, if you desire to contract this work yourself we will offer no objections.

Will you please advise if you elect to proceed now with the grading and gravel surfacing.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

COUNTY ENGINEER

CERTIFICATE NO. 253

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

January 17th, 1950

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Ass't. State Highway Engineer
Salem, Oregon

Dear Sir:

The County Court has asked that I write you further in regard to the work at the northeast end of the Ferry Street Bridge.

Weather conditions are such that we are afraid that our own equipment will be all tied up during the time the work should be done, therefore we would like to advertise the work locally, for some of the smaller contractors.

Will your Department prepare the specifications and design covering all the work, fill, blacktop, concrete dividers, etc., to be let by Lane County?

Yours very truly,

P. M. Morse

P. M. MORSE
County Engineer

PMM:OC

UNTY ENGINEER CERTIFICATE NO. 253

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

January 17th, 1950

NOTED
W. C. WILLIAMS

Mr. W. C. Williams
Ass't. State Highway Engineer
Salem, Oregon

Dear Sir:

The County Court has asked that I write you further in regard to the work at the northeast end of the Ferry Street Bridge.

Weather conditions are such that we are afraid that our own equipment will be all tied up during the time the work should be done, therefore we would like to advertise the work locally, for some of the smaller contractors.

Will your Department prepare the specifications and design covering all the work, fill, blacktop, concrete dividers, etc., to be let by Lane County?

Yours very truly,

P. M. Morse

P. M. MORSE
County Engineer

PMM:OC

VED

FOR FILING

1601

December 22, 1949

Mr. P. H. Morse
County Engineer of Lane County
Eugene, Oregon

Dear Sir:

We had planned to take approximately 26,000 cubic yards of earth from your borrow pit for approaches to the Ferry Street bridge and the railroad overcrossing in the city. Now that you propose to do the approach work east of the bridge which involves some 7,000 cubic yards, about 19,000 yards will be required for the approaches to be done by the State. In addition, we will require 10,000 cubic yards of gravel for surfacing materials.

We plan to use the strippings in so far as possible for the bridge approaches.

We will appreciate your advising us as to whether this amount of material can be acquired from the county-owned property.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:mo

cc Mr. H. G. Smith
Mr. K. D. Lytle

ASSIGNMENT No. 1601 wcw

TION: P. M. Morse' letter of December 14, 1949 re
rrow material for work in connection with new Ferry Street
Bridge

DATE: 12-14-49

ASSIGNED TO: H. G. Smith

☐ Investigation and report to this office
☐ Reply direct with copy to this office
☒ Return with drafted reply
☐ Comment or recommendation and return to this office
☐ Investigation and such action as is necessary
☐ Please prepare reply for my signature
☐ Assignment executed Date ____________
☐ ____________

REPORT RECEIVED: 12-20-49 mc

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

REMARKS:

COUNTY ENGINEER CERTIFICATE NO. 253

LANE COUNTY, OREGON
COUNTY SURVEYOR'S OFFICE
EUGENE, OREGON

December 14, 1949.

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Oregon State Highway Commission,
Salem, Oregon.

Attention: W. C. Williams,
Ass't. State Highway Engineer

Dear Sir:

Your letter of the 7th in regard to borrow material for the work in connection with the new Ferry Street Bridge received.

The real point with us is just how much material may be removed without changing the river channel.

Do you mean material for both the approach to the County's bridge and also the overcrossing?

If you will advise the quantity needed, I believe we can work out something agreeable all around. Certainly do not want to run up the cost on the State.

20 000 yds. Each
10 [illegible]

Yours truly,

P. M. Morse

P. M. Morse,
County Engineer

PMM:v

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STATE [illegible]

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OR FILING

File

December 7, 1949

Honorable County Court of Lane County
Eugene, Oregon

Gentlemen:

Mr. Lytle advises that it is quite necessary to get gravel and fill material from your bar in the vicinity of the Ferry Street bridge. He states that you are willing to allow us to use this material for the county portion of the project but wish to be reimbursed $0.10 per cubic yard for both gravel and earth material on the city portion of the project.

The State Highway Department is underwriting the City's portion of the job and must pay everything over a certain sum, so that you are virtually requesting the State Highway Department to pay $0.10 per cubic yard for material from your pit. The State Highway Department has, wherever possible, given the counties free use of state highway material from its gravel pits and quarries, and we have found that the counties have been willing to reciprocate. We feel that your decision in this matter was based upon some misunderstanding and, therefore, respectfully request that you reconsider the matter and advise us we may have the necessary material without charge.

Very truly yours,

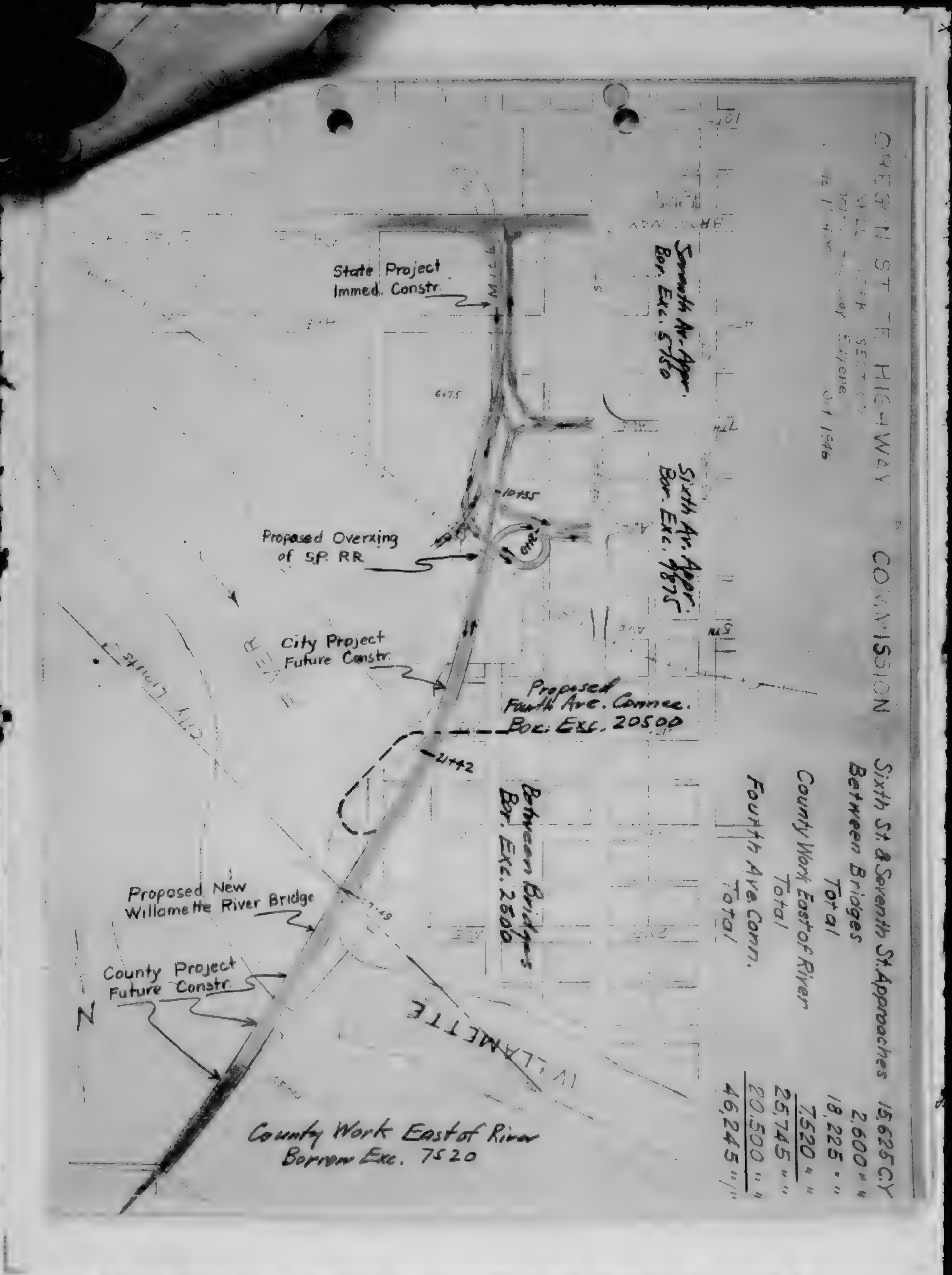
R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS:WCW:me

cc Mr. H. G. Smith
Mr. K. D. Lytle


OREGON STATE HIGHWAY COMMISSION
1946
State Project Immed. Constr.
Seventh Av. Appr. Bor. Exc. 5750
6+75
Sixth Av. Appr. Bor. Exc. 4875
10+55
Proposed Overxing of S.P. RR.
City Project Future Constr.
City Limits
Proposed Fourth Ave. Connec. Bor. Exc. 20500
21+42
Between Bridges Bor. Exc. 2600
Proposed New Willamette River Bridge
County Project Future Constr.
WILLAMETTE
N
County Work East of River Borrow Exc. 7520

Sixth St. & Seventh St. Approaches	15,625 C.Y.
Between Bridges	2,600 " "
Total	18,225 " "
County Work East of River	7,520 " "
Total	25,745 " "
Fourth Ave. Conn.	20,500 " "
Total	46,245 " "

VED

FOR FILING

December 22, 1949

Mr. Oren L. King
City Manager
Eugene, Oregon

Dear Sir:

We will work up our plans on the basis of calling for alternate bids for the Ferry Street Over-pass, as suggested in your letter of December 16. However, should the cost of work be greater than the funds as provided in the existing agreement, we would be unable to include the additional work unless the additional funds were provided by the city. The Fourth Avenue connection involves some 20,000 cubic yards of embankment, and, if the connection is to be included, we would request that the City provide the necessary borrow pit area.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

cc Mr. H. G. Smith
Mr. G. S. Paxson

Oren L. King, City Manager

CITY OF EUGENE
OFFICE OF CITY MANAGER
EUGENE, OREGON

December 16, 1949

Mr. R. H. Baldock,
State Highway Engineer,
Salem, Oregon.

Dear Mr. Baldock:

At the regular meeting of the City Council held on December 12, 1949, I was asked to request the Highway Department to call for alternate bids on the Ferry Street over-pass as follows:

1. The structure as now designed and proposed with the elimination of the concrete island in the center at the intersection of 3rd Street with the over-pass to afford access to and from 3rd Street.

2. Plans and specifications as now outlined plus the proposed under-pass connecting the structure with 4th Street over to High Street.

It seems to be very desirable to construct this under-pass if the work can be done with the amount of funds available, so it was our thinking that with the two alternate bids, if it is possible that we would be able to include this under-pass connection with 4th Street, it would be desirable to so do if the contract can be let within funds as stipulated and authorized by the City of Eugene.

Very truly yours,

Oren L. King

Oren L. King,
City Manager.

OLK:LG

CC:-H. G. Smith
K. D. Lytle

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DEC 19 1949
OREGON
STATE HIGHWAY COMMISSION

OR FILING

File

December 14, 1949

Honorable County Court of Lane County
Eugene, Oregon

Gentlemen:

The making of the fill at the east end of the Ferry Street bridge and connections for County Roads No. 865 and 181 was planned as a portion of the Ferry Street bridge project. Lane County is bearing the cost of this improvement, and the State is merely acting as the county's agent in the design and supervision of the construction work. Therefore, we are perfectly willing that the County perform as much of the work east of the bridge with county forces as is desirable to you.

This letter is your authority to perform such work east of the Ferry Street bridge, providing, of course, that the work is done in compliance with the State Highway Commission's design and specifications.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

cc Mr. O. S. Paxson
Mr. H. G. Smith
Mr. K. D. Lytle

L. G. RAISH
COMMISSIONER

LANE COUNTY COURT
CLINTON HURD, JUDGE
Eugene, Oregon

December 14, 1949.

State Highway Commission,
Salem, Oregon.

Attention: W. C. Williams,
Ass't. State Highway Engineer.

Dear Sir:

We wish to make the fill at the east end of the Ferry Street Bridge as far as Station 38. Also, construct entirely the new connection for County Roads No. 865 & 101.

Work to begin January 5 and completed May 1st, 1950.

COUNTY COURT FOR LANE COUNTY,

By Clinton Hurd
County Judge

W. J. Holland
County Commissioner

L. G. Raish
County Commissioner

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FOR FILING

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[illegible]

3-K

April 7, 1950

Oregon State Highway Commission

Gentlemen:

We are preparing to call for bids on the Southern Pacific Overcrossing project in Eugene, as well as approaches to the Ferry Street bridge on the Coburg County Road. If the rights of way are cleared, bids will be opened at the April 24-25 meeting. If the rights of way are not cleared, it will be necessary to hold the project over until the following meeting.

In order that you may have full information relative to these projects, I will recite to you briefly the facts of the agreement pertaining thereto as follows:

In 1947 the State Highway Commission, Lane County, and the City of Eugene entered into a three-way agreement providing for the construction of the High Street-Walnut Street Section of the Pacific Highway, the overcrossing of the Southern Pacific Railroad tracks, and a new bridge across the Willamette River on the Coburg Road. The total estimated cost of the projects at that time was $1,325,848, which sum was to be paid as follows:

State of Oregon - - - - - - - - - - - - -	$229,176
City of Eugene - - - - - - - - - - - - -	550,000
Lane County - - - - - - - - - - - - - -	546,672

The State has completed the High Street-Walnut Street Section and thereby completed its obligation in that respect. A contract has been let for the county bridge, for which the project authorization is $492,700, and the estimated cost of the approaches to be let now is $56,200, making the cost to the County $548,900, plus $18,835 for right of way, or a total of $567,735. The estimated cost for the overcrossing, which is the City's obligation, is $478,000, plus right-of-way costs of $93,700, or a total of $571,700. By the terms of the agreement it was stipulated that the City would not pay more than $550,000, so that any amount over $550,000 must be paid by the State. It is possible that a low enough bid will be received so that it will not be necessary for the State to aid in the financing of the overcrossing.

The agreement provided that the City would pass a bond issue for $500,000, which it has done, and that the State would advance $50,000, which is to be repaid from motor vehicle revenues in five equal annual installments.

The County had on hand $250,000, and the agreement provided that the State advance to the County the sum of $300,000, which $300,000 would be repaid by the County from its motor vehicle fees in five equal annual installments.

The above report is furnished to you for informational purposes only, but if you have any questions regarding the matter a copy of the agreement will be available at the next meeting of the Highway Commission for discussion.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi

cc Mr. W. C. Williams
Mr. G. S. Paxson
Mr. H. G. Smith
Mr. S. H. Probert
Mr. Forrest Cooper

VED
FOR FILING

NOTED
State Highway Engineer

Right of Way
Ferry Street Bridge

File No.	Name	Total Cost
11524	Eugene Excelsior Co.	$ 71,181.50*
13387	Eugene Fruit Growers ($1.00 & exch. part of 13388)	
13388	City of Eugene ($1.00) (Estimate)	50,000.00**
13626	Anna McDonald	10,030.00
14012	Southern Pacific (Estimate)	1,700.00
14013	Eugene Mill & Elevator Co.	7,751.25
14014	Eugene Woolen Mills	3,150.00
14015	L. D. & Lela Robertson	2,731.50
14016	Frank Dalton (1/2 of this is moving estimate)	3,000.00
14017	U. & Mary Flournoy	5,010.00
14018	Lane County (Parcels 1 & 2; balance - County)	25,000.00
14019	Robert & Mary Junke	400.00
14020	Fred & Agnes Evoniuk	7,500.00
		$187,454.25

* This amount is a reduction of the $87,500.00 paid, due to the fact that two parcels were taken from this property for the purpose of exchange for property of Tillman, File 13383, even exchange in the amount of $8,712.00, and Twin Oaks, File 13384, even exchange in the amount of $7,606.50. The total cost of both of these properties is to be borne by the State.

** Right of Way Department is presently checking their records to determine the accuracy of this figure.

S-93(1) Crook County Line-Bend 1950
Airport Section
#2323

RECEIVED
APR [illegible] 1951
FOR FILING

[illegible]

[illegible]

Misc. Agreement #1101

April 25, 1951

Civil Aeronautics Administration
Airport Division
460 N. High St.
Salem, Oregon

Attention: Mr. Allison D. Froman

Gentlemen:

Attached hereto is you copy of a statement of expenditures by the State for making a relocation survey of a portion of the Powell Butte Secondary Highway around the Bend Municipal Airport. At the request of your Mr. Froman we are listing below the names and check numbers in payment for the services of the survey crew engaged in this work.

December, 1948	Name	Check No.	Amount
Resident Engineer	A. A. Fossen	1073	$116.13
Transitman	Howard Cox	1074	20.13
Transitman	Lynn Everson	1076	119.09
Head Chainman	J. L. Plummer	1078	139.29
Chainman	Richard Cross	1075	103.23
January, 1949			
Resident Engineer	A. A. Fossen	0066	64.52

The office headquarters of Resident Engineer Fossen during this survey was in a room in the Highway Division Office Building at Bend. A greater number of days having been required on the Airport revision survey in December, 1948, than on any other project, the months rental cost was charged to this survey project. A rate of 8 cents per square foot is charged for rental. The room contains approximately 250 square feet of floor space.

You will note we have corrected the inclusive dates of this survey project to December, 1948, and January, 1949.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

LEP:cw

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

Detailed statement of expense by the State for making a relocation survey of a portion of the Powell Butte Secondary Highway around the Bend Municipal Airport, as per Agreement of October 1, 1948, between the State, the City of Bend and Deschutes County. Survey work performed between December 1, ~~1949~~ 48 and January 20, ~~1950~~ 49.

Check #

Salaries and wages:

	Pay Check No			
December, ~~1949~~ 1948				
Resident Engineer	1073	9/31 mo. at $400.00	$116.13	
Transitman	1074	2/31 mo. at 312.00	20.13	
Transitman	1074	13/31 mo. at 284.00	119.09	
Head Chainman	1078	17/31 mo. at 254.00	139.29	
Chainman	1075	~~17~~ 16/31 mo. at 200.00	103.23	
January, ~~1950~~ 1949				
Resident Engineer	0066	5/31 mo. at $400.00	64.52	
			$562.39	
Vacation, sick leave & accident ins. at 5.438%			30.58	$592.97

Auto Operation

Auto rental, sedan	10/30 mo. at $30.00	$ 10.00	
Auto rental, sedan	7/30 mo. at 54.00	12.60	
Gasoline	85 gal. at .2412	20.50	
Lubricating oil	1 qt. at .14	0.14	
Car storage	1 mo. at 3.50	3.50	46.74

Instrument Expense

Transit rental	7/30 mo. at $ 4.00	$ 0.93	
Level rental	1 mo. at 2.00	2.00	2.93
Office rental	1 mo. at $20.00		20.00
	Total expense by State		$662.64

January 3, 1951

RECEIVED
FOR FILING

[illegible]uary 30th, 1951

FINAL COST ANALYSIS

Crook County Line-Bend Airport
~~Contract #3323~~
X-98 (1)

Powell Butte Secondary
Prefix 1023-201

F. L. Somers, Contractor
A. A. Fossen, Resident Engineer

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
Special Borrow Exc., Unclass.	7,090.9	Cu. Yd.	$0.224	$0.40	$1,592.63	$2,836.36
Gen. Exc., Unclass.	679.8	" "	1.48	1.50	1,006.02	1,019.70
Short Overhaul	20,590.3	Yd. Sta.	0.017	0.01	354.84	205.90
Long Overhaul	70.2	C-Yd. Sta.	0.576	0.50	40.48	35.10
Finish R/E & Slopes	.53	Mile	482.54	500.00	255.75	265.00
Pit Run Cinders in Base	13,706	Cu. Yd.	0.817	1.00	11,197.80	13,706.00
1"-0" Cinders in Base	8,858	" "	1.474	1.80	13,056.69	15,944.40
Sprinkling	1,190.86	M-Gal.	2.17	3.00	2,578.35	3,572.58
Preparation of Base	7.56	Mile	165.10	100.00	1,248.19	756.00
Furn. & Place Aggregates	5,465	Cu. Yd.	2.324	3.00	12,700.66	16,395.00
Furn. & Place 151-200 Asphalt	479.19	Ton	42.40	37.00	20,318.27	17,730.00
3/4"-½" Mat'l. in S.P.	1,014.8	Cu. Yd.	1.066	1.50	1,081.78	1,522.20
½"-¼" " " "	1,272.4	" "	1.066	1.50	1,356.38	1,908.60
¼"-0" " " "	600	" "	1.066	1.50	639.60	900.00
Purchasing Screen Rejects in Stockpile	75.9	" "	0.25	0.25	18.98	18.98
					$67,446.42	$76,815.85

Gross Revenue	$76,815.85
Total Cost	67,446.42
Net Profit	$ 9,369.43

Net Profit Equals 12.2% of Gross Revenue

NOTED
State Highway Engineer

Crook County Line-Bend Project

Detail of Cost

Labor:			
Labor and Supervision		$21,710.29	
Payroll Insurance		1,578.50	
			$23,288.79
Materials:			
151-200 Asphalt	479.19 Tons at $20.00	$9,572.55	
Freight on Asphalt	479.19 " " 6.62	3,171.22	
			12,743.77
Equipment Rentals and Misc. Expenses:			
Equipment Rentals (Owned)		$18,204.29	
" " (Hired)		669.00	
Hired Trucks (Inc. Operators)		3,242.32	
Gas, Oil and Grease		5,882.11	
Powder and Caps		99.97	
Small Tools & Misc. Supplies		678.50	
P.U.C.		86.44	
Move In, Freight and Cartage		266.48	
P.L. & P.D. Insurance		128.67	
Bond		562.36	
Home Office & General Overhead		1,593.72	
			31,413.86
Total Cost			$67,446.42

Contract #3323

Breakdown of Crushing Cost

	Quantity	Unit	Cost	Unit Cost
Move In and Set Up	17,210.2	Cu. Yd.	$2,615.95	$0.152
Doze to Crusher	17,210.2	" "	1,996.38	0.116
Crush	17,210.2	" "	8,312.53	0.483
Total Cost in Bunker			$12,924.86	$0.751

Remarks:

This was a "Federal Aid Secondary Project" calling for construction of .53 mile of highway roadbed, construction of 7.56 miles of cinder base, construction of 7.56 miles of Type D-11 oil mat wearing surface and 3,000 cu. yds. of crushed cinders in stockpile. This contract was bid April 24th, 1950, and awarded May 17th, 1950.

On May 27th, 1950, the contractor moved in one E-9 tournapull, which was used on borrow excavation. General excavation consisted of lava rock which required drilling and shooting and was then moved with D-7 cat and dozer.

On June 28th, 1950, the contractor moved in a 1½ cu. yd. shovel and six 6 cu. yd. trucks and started hauling cinder base material from the Pilot Butte cinder pit located on Penn Avenue in the City of Bend. The contractor used his own six trucks and hired three rented trucks in hauling pit run cinders, hauling 93.8 cu. yds. per hour, an average of 10.2 miles.

The contractor started moving in and setting up crushing equipment on July 17th, 1950, and started crushing July 31st, 1950, and completed crushing September 1st, 1950, with total elapsed time of 278 hours and total crushing time of 235 hours, for an average production of 73.2 cu. yds. per hour. The crusher was fed with D-7 cat and dozer.

The crushing plant consisted of an 18" x 36" jaw crusher, one 30" Telesmith, two 80 h.p. diesel motors and one generator, 24" x 8' crusher feeder, 4'-12' single-deck screen, 4' x 14" triple-deck screen, conveyors and electric motors as required and 45 cu. yd. 3-compartment steel bunker.

The oiling item shows a loss due to poor organization. Very slow progress was made the first four days, with an average of only about 6 tons of asphalt per day. Better progress was made thereafter, but the average production for the entire job averaged only 34.2 tons per day.

The contractor having fair bid prices realized a good profit from this contract.

[illegible] Glymer
Cost Analyst

By . . . K. [illegible]

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5-98 (1)

3323

109-1473

January 3, 1951

Oregon State Board of Aeronautics
Salem, Oregon

Attention: Mr. W. C. Hill

Gentlemen:

Herewith six copies of a detailed statement of survey costs paid by the City of Bend for a relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

LFP:gs

Encl.

OREGON STATE HIGHWAY COMMISSION

Salem, Oregon

Detailed statement of expense by the State for making a relocation survey of a portion of the Powell Butte Secondary Highway around the Bend Municipal Airport, as per Agreement of October 1, 1948, between the State, the City of Bend and Deschutes County. Survey work performed between December 1, 1949 and January 20, 1950.

Salaries and Wages:			
December, 1949			
Resident Engineer	9/31 mo. at $400.00	$116.13	
Transitman	2/31 mo. at 312.00	20.13	
Transitman	13/31 mo. at 284.00	119.09	
Head Chainman	17/31 mo. at 254.00	139.29	
Chainman	17/31 mo. at 200.00	103.23	
January, 1950			
Resident Engineer	5/31 mo. at $400.00	64.52	
		$562.39	
Vacation, sick leave & accident ins. at 5.438%		30.58	$592.97
Auto Operation			
Auto rental, sedan	10/30 mo. at $30.00	$ 10.00	
Auto rental, sedan	7/30 mo. at 54.00	12.60	
Gasoline	85 gal. at .2412	20.50	
Lubricating oil	1 qt. at .14	0.14	
Car storage	1 mo. at 3.50	3.50	46.74
Instrument Expense			
Transit rental	7/30 mo. at $ 4.00	$ 0.93	
Level rental	1 mo. at 2.00	2.00	2.93
Office rental	1 mo. at $20.00		20.00
	Total expense by State		$662.64

January 3, 1951

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[illegible] 1950
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898(1)

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 26, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3323	5-final	F. L. Somers

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17574	2823	$ 2,304.48	10/25/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: None required

Completion Date: Sep. 2, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-27-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 27 1950

NOTED ON CARD

RECEIVED
OCT 9 1950
FOR FILING

S-98(1) DEPT

3323

October 6, 1950

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

Please be advised that State Highway Contract No. 3323, for work on the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway in Deschutes County, has been completed by the contractor, F. L. Somers, and that final payment in the amount of $2,304.48 will be made on or after October 16, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $76,815.85, and that no force account work was performed on the project. This contract was completed on September 2 and accepted by the Commission on September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

RECEIVED
OCT 4 1950
FOR FILING

5-9

October 4, 1950

Mr. W. O. Cuthbertson
City Manager
Bend, Oregon

Dear Mr. Cuthbertson:

The State Highway Commission at a recent meeting had under consideration acceptance of the work accomplished by the City of Bend and Deschutes County in realigning the Powell Butte Secondary Highway to permit expansion of the Bend airport. In its discussion of the matter, the Commission had the benefit of a report from the State Highway Engineer who advised that the construction performed by the City and the County has been completed in a satisfactory manner, and who recommended acceptance of the work by the State Highway Commission. The Commission unanimously adopted the recommendation.

I trust that this notification will be sufficient for you to complete your arrangements with the Civil Aeronautics Authority.

Respectfully yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:ds
cc: Deschutes County Court

2 extra cc to Cuthbertson.

Glaisyer

~~7~~ 10-2-50

H G Smith came in re acceptance of work done by Deschutes Co. & Bend on Powell Butte secdy Hwy in connection with airport (4q Aug 21)

Says city of Bend needs letter from Secty advising acceptance so city can get money from Gov't.

F. Q.

3 copies

Mr. Glasyer

Reed City Manager is
W.O. Cuthbertson

RECEIVED
OCT 3 1950
FOR FILING

L-98 (1)

3323

October 3, 1950.

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to F. L. Somers on contract No. 3323, covering the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway in Deschutes County. This payment, in the amount of $3,231.59, will be made on or after October 13, 1950. The retained percentage is $2,304.48.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
[illegible]

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 22 1950, 19

Section Crook County Line-Bend Airport

Kind of work Grading & Oilmat surfacing

Highway Powell Butte Secondary

Section prefix 109-1023 S 98-1

Contractor F.L.Somers

Contract number 33 23

Date of Contract May 17, 1950

Date of completion September 30 1950, 19

Date work started May 26, 19 50

Estimated date of completion, 19

Amount of contract $ 74981

Clear site & scr. rjts 400

Per cent of time elapsed 109/137 79.56 %

Estimated cost of completed project, exclusive of engineering semi-final estimate $ 76900.36

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 4000., 5.31 %

Date project was completed September 2, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Grading work on this project started on May 26 when the contractor brought in a 7 cy LeTourneau Turn a pull to move borrow material. Also used in the grading operations were the following pieces of equipment: D8 caterpillar bulldozer, 1 one International power blade, one small International cat and a small compressor. Grading operations completed on June 17 except for spotting in some additional borrow in low spots.

Placing of pit run cinder base started June 27, and completed July 24.

Placing of cinder top surfacing (1"-0") started July 31 and completed August 14

Setting up of crusher got underway July 14 and completed July 30.

Placing of the specified 0-11 oilmat started August 15 and continued during the warm weather, being completed on August 31.

Maintenance work on oil mat continued until Sat evening September 2.

Removal of equipment and final clean up completed Sept 15.

Semi-final estimate submitted to the Bend Division Office on September 18, 1950.

Final report

NOTED
H. W. LIBBY

NOTED
E. M. [illegible]

Signed A. A. Jocsen

Address 1290- Wall St. BEND

NOTED
B. A. MARTIN

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	0.53	7.56	7.56	7.56	
Miles partially completed					
Miles completed	0.53	7.56	7.56	7.56	
Total estimated quantities	800 cy exc 5000 cy bor ex	24500 ~~25100~~	3000	4950 cy aggr 480 T oil	
Estimated quantities moved or placed to date	679.8 cy exc 7090.9 cy bor ex	22564	2887.2	5465 cy aggr 479.19 T oil	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ... %; .... County, ... %; .... County, ... %; .... County, ... %.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders.........., Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

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SEP 25 1950
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
SEP 13 1950
FOR FILING

S98(1)

3323

September 8, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on September 2, 1950 on Contract No. 3323, Crook County Line-Bend Airport Section, in connection with Federal Aid Project No. S-98 (1).

Very truly yours

R. H. Baldock
State Highway Engineer

DHP:cw

cc: John Cattrall

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AUG - 7 1950
FOR FILING

5-9500

2823

Cross Referenced To:
Const
R/W
Powell Butte Sec.

August 1, 1950

Oregon State Highway Commission

Gentlemen:

In 1949 the Highway Commission entered into an agreement with the City of Bend and Deschutes County wherein the County and the City would, at their expense, reconstruct a portion of the Powell Butte Secondary Highway in order to permit expansion of the Bend airport.

The County and the City have now completed the reconstruction of the secondary highway in a satisfactory manner, and it is recommended that the project be accepted as completed by the Highway Commission. It is necessary that the Highway Commission accept the project as satisfactory before the Civil Aeronautics Authority will give its final approval.

This matter will be on the next agenda, and I recommend your acceptance.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me hi
cc Mr. W. C. Williams
Mr. H. G. Smith
Mr. W. E. Chandler

FORM E-30 25M 9-49 24882

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
July 27, 1950

NOTED
W. O. WILLIAMS

SUBJECT:

To:
Mr. H. G. Smith
Construction Engineer
State Highway Department
Salem, Oregon

Dear Sir:

Mr. Cuthbertson, City Manager of Bend, called regarding the final acceptance on the work they did on the Powell Butte Road where the line was relocated around the Bend Airport. He states they cannot get an acceptance from the C. A. A. until the Highway Commission has accepted the work as complete.

Very truly yours,

W. E. Chandler

W. E. CHANDLER
Division Engineer

NOTED
H. G. SMITH

WEC:me

RECEIVED
JUL 28 1950
OFFICE OF
CONSTRUCTION ENGINEER

8-41

REGON STATE HIGHWAY COMMISSI

REQUEST FOR OUTSIDE BILLING

(Or Advice of Cash Transaction)

Address invoice to:
City of Bend
Bend, Oregon

Attention of W. O. Cuthbertson, City Manager

Request No. (assigned by staff engineer or head of department) CD-78
Date May 31, 1950
Payer's Order No. (if any)
Department Order No. (if any)
(Number of "Order to Render Service")

Description and Authority: (Describe the service rendered, stating kind of service, location, etc. Also refer to agreements, letters and orders by which payer authorized the service.)

Survey location of Powell Butte Secondary Highway around Bend airport. Southerly end is at junction with the Butler Market Road. Northerly end is near the center of Section 17, T.17 S. R. 13 E. W.M. See agreement with City of Bend, and Deschutes County dated October 1, 1948.

Itemized Statement:

Quantity	Unit	Description	Unit Price	Amount
		Survey as noted above Copy		$662.64

Has payer made payment for this service?
If so, what is amount of payment? $
Has payer made a deposit with the department to guarantee payment? Yes
If so, what is amount of deposit? $ 750.00
Is this a partial or final request for billing? Final
Have there been any previous requests for billing in connection with this same service? No
If so, give total of all previous requests $
Also give number of last previous request

Credit distribution:
Prefix 109-1473-900

Submitted by: A.A. Fraser Res Engr

Approved: Dean Swift Asst Division Engineer

Approved: Edwin A Pease
Department Head or Staff Engineer

Instructions: The original and duplicate copies shall be forwarded through the division engineer to the staff engineer or department head. Staff engineer or department head will forward original copy to the accounting division through the office engineer. Additional copies shall be prepared for and retained by the division office and other field offices concerned. If the request is to be accompanied by a payment, an additional copy shall be submitted for the use of the accounting division.

STATE PRINTING DEPT.

FORM E-30X 25M 9-49 34893

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 25, 1950

SUBJECT:

To: Mr. W. D. Chandler
Division Engineer
State Highway Department
1290 Wall Street
Bend, Oregon

Dear Sir:

On October 1, 1949 the Highway Commission entered into an agreement with the City of Bend and Deschutes County covering the relocation of the Powell Butte Secondary Highway around the Bend Airport.

The City of Bend made a deposit of $750.00 to cover the cost of the survey which was made by our Department and charged to Prefix 109-1473. The Accounting Division records indicate that $662.64 has been expended on this prefix.

If all work in connection with the preliminary survey has been completed, will you kindly submit a Request for Outside Billing so that we may refund the balance of the deposit to the City of Bend.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
cc: S. H. Probert

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Department of Commerce
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

~~ALASKA~~
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

S98(1)

July 24, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-98(1)
Crook County Line-
Bend Airport Sec.

Dear Sir:

Enclosed for your files is an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: LJCaufield
L. J. Caufield
Principal Highway Engineer

Encl.

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Jon

1946)

State **Oregon**

Federal Aid Secondary
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

Project No. **S-98(1)**

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 17th day of July, 1950, by and between **The Oregon State Highway Commission**, constituting for the purpose hereof, the Highway Department of the State of **Oregon** hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the **14th** day of **September**, 19**49**, a program, which was approved on the **8th** day of **November**, 19**49**, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the **6th** day of **April**, 19**50**; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of **forty-seven thousand and 00/100** dollars ($**47,000.00**) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

Article I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

Article II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 0+65 on the line between sections 19 and 20, T. 17 S., R. 13 E., W.M., and survey station 403+17.2 at the east boundary of Section 24, T. 16 S., R. 13 E., W.M., the Crook County Line, without exception, length 7.555 miles, in Deschutes County, being Oregon Federal Aid / Secondary project No. S-98(1), consisting of 7.555 miles of roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

Article III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

16—11370-2

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of forty-seven thousand and 00/100 dollars ($47,000.00), which does not exceed the authorized Federal pro rata share of seventy-seven thousand, five hundred twenty-nine and 10/100 dollars ($77,529.10), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R. Chandler
Chairman, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By
Member, State Highway Commission
(Title of officer)

By M. R. McLean

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—11379-2

RECEIVED
AUG 1 1950
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 21, 1950

SUBJECT:

1998

To: Mr. W. C. Williams
Assistant State Highway Engineer

OFFICE

NOTED
W. C. WILLIAMS

Dear Sir:

Reference is made to Record of Assignment No. 1998 WCW, pertaining to the Status of the right of way on the Powell Butte Secondary around the Bend Municipal Airport.

I wish to advise that the City of Bend has transferred to the Highway Commission all right of way with the exception of government-owned property, and the Highway Department themselves have acquired the necessary government land. This project may now be presented to the Commission for acceptance.

Very truly yours,

H. G. Smith
Construction Engineer

By: Edwin A. Pease
Edwin A. Pease
Construction Office Engineer

EAP:es

ASSIGNMENT

No. 1498 wcw

July 6, 1950

By

Description: **H. G. Smith's letter of July 3 and attached letter from City of Bend regarding relocation of 1.23 miles of gravel surfaced secondary highway around municipal airport**

Acknowledged by _____ Referred to **Smith** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature

Assignment executed 7-21-50 Report received ______

Remarks: **We are ready to accept this as soon as R/W has been conveyed to State. Has this been done? WCW**

FORM E-30 25M 1-50 37535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
July 3rd, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
W. C. WILLIAMS

Dear Sir:

The City of Bend has completed the relocation of 1.23 miles of gravel surfaced secondary state highway around the Municipal Airport.

It is recommended this project be accepted by the Commission.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR

CITY OF BEND

W. J. BAER
WILFRED A. FORDHAM
ALBIN C. NELSON

CITY COMMISSION
T. D. SEXTON, MAYOR
W. O. CUTHBERTSON, MANAGER

RALPH A. BAILEY
BERT WHITE
W. B. ANDERSON

Bend, Oregon
June 6, 1950

RECEIVED
JUN 6 1950
OFFICE OF
DIVISION ENGINEER
BEND, OREGON

Mr. William E. Chandler
Division Engineer
Oregon State Highway Dept.
Bend, Oregon

Dear Mr. Chandler:

The relocation of 1.23 miles of gravel surfaced secondary state highway, including right-of-way fencing, drainage and incidentals, all in connection with municipal airport extension and improvements (Project No. 9-35-003-701) has now been completed.

Mr. J. V. Fryberger, District Airport Engineer for C.A.A., inspected this project yesterday and requested that we obtain written acceptance of this project from the authorized representative of the Oregon State Highway Commission. According to the information I have, you have been authorized as that representative.

I will sincerely appreciate your early inspection and acceptance of this project. Please furnish us your letter of acceptance in duplicate so that we will have a copy for our file.

Sincerely yours,

W. O. Cuthbertson

W. O. Cuthbertson
City Manager

WOC:lc

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OFFICE OF
CONSTRUCTION ENGINEER

NOTED
DEAN SWIFT

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FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the Crook Co. Line-Bend Airport Section, Project No. S-98 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-98 (1)

CROOK COUNTY LINE-BEND AIRPORT SECTION OF THE POWELL BUTTE HIGHWAY IN DESCHUTES COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1950

Type Code 5231
Roadway (Sta. 0+65 to 403+17.20)

5,000	cu. yds.	Special Borrow Excavation, Unclassified	$ 0.40	$ 2,000.00
800	cu. yds.	General Excavation, Unclassified	1.50	1,200.00
29,000	yd. stas.	Short Overhaul	0.01	290.00
220	C-yd. stas.	Long Overhaul	0.50	110.00
0.53	mile	Finishing Roadbed & Slopes	500.00	265.00
16,000	cu. yds.	Pit-run Cinders in Base	1.00	16,000.00
8,500	cu. yds.	1" - 0" Cinders in Base and Shoulders	1.80	15,300.00
650	M-gals.	Sprinkling	3.00	1,950.00
7.56	miles	Preparation of Base	100.00	756.00
4,950	cu. yds.	Furnishing & Placing Aggregates	3.00	14,850.00
480	tons	Furnishing & Placing 150-200 Asphalt	37.00	17,760.00
			Subtotal	$70,481.00
			10% Engr. & Cont.	7,048.10
			Total	$77,529.10

Length of Roadway 7.555 miles
Cost per mile $10,261.82

Federal Secondary Funds- -$47,000.00
State Funds- 30,529.10

$77,529.10

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

April 5, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of revised estimate for the Crook County Line-Bend Airport Section, Project No. S-98 (1), which copies were requested by you by telephone.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

J.N:gs

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-98 (1)

CROOK COUNTY LINE-BEND AIRPORT SECTION OF THE POWELL BUTTE HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, April 5, 1950

Type Code 5231

Roadway (Sta. 0+65 to 403+17.20)

5,000	cu. yds.	Special Borrow Excavation, Unclassified	$ 0.30	$ 1,500.00
800	cu. yds.	General Excavation, Unclassified	3.00	2,400.00
29,000	yd. stas.	Short Overhaul	0.02	580.00
220	C-yd. stas.	Long Overhaul	0.50	110.00
0.53	mile	Finishing Roadbed and Slopes	400.00	212.00
16,000	cu. yds.	Pit-run Cinders in Base	1.15	18,400.00
8,500	cu. yds.	1" - 0" Cinders in Base and Shoulders	2.25	19,125.00
650	M-gal.	Sprinkling	3.00	1,950.00
7.56	miles	Preparation of Base	150.00	1,134.00
4,950	cu. yds.	Furnishing and Placing Aggregates	3.25	16,087.50
480	tons	Furnishing and Placing 150-200 Asphalt	37.00	17,760.00
			Subtotal	$79,258.50
			10% Engr. & Cont.	7,925.85
			Total	$87,184.35

Length of Roadway	7.555 miles
Cost per mile	$11,539.95

Federal Secondary Funds- -	$47,000.00
State Funds- -	40,184.35
	$87,184.35

CROOK COUNTY LINE-BEND AIRPORT SECTION

PROJECT NO. S-98 (1)

All necessary rights of way have been acquired for this project.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

March 31, 1950

PR-9

PUBLIC ROADS ADMINISTRATION

COMMISSIONER:
ATTENTION--PROGRAM SECTION

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

March 31, 1950
(Date)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous Program)

(Date of Approval)

COUNTY Deschutes

FA or FAS Route No. FAS 562

	Item No.	Project No.	Termini	Project Cost Class of Work	Total Cost	Federal Funds	State Funds	Length Miles	Character of Proposed Work
Item as Now Programmed	105	S-98(1)	Jc. FAS Rt. 397 to Crook Co. Line	Survey-Plans					Grade, Drain, 2-lane Low-type Surfacing
				Right-of-Way					
				Construction	80,000	47,000	33,000		
				Total	80,000	47,000	33,000	7.00	
Requested Revision	105	S-98(1)	Same	Survey-Plans					Grade, Drain, 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	85,700	47,000	38,700		
				Total	85,700	47,000	38,700	7.555	

Program Balance subsequent to approval of this and previously recommended change is: $

Reason for Change: The length given in the program was evidently erroneous as there is no change in the limits of the project. The oil surface was changed from a lighter type to an O-11 type to provide a more satisfactory road.

Recommended for approval ______ District Engineer ______ (date)

Recommended: ______ Division Engineer ______ (date)

Asst. State Highway Engr. ______ (date)

Approved: ______ Acting Commissioner ______ (date)

P-3868

March 31, 1950

Mr. T. H. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate, four copies of right of way statement and eight copies of request for program change for the Crook County Line-Airport Section, Project No. S-98 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JM:gm

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-98 (1)

CROOK COUNTY LINE-BEND AIRPORT SECTION
OF THE POWELL BUTTE HIGHWAY IN DESCHUTES COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, March 31, 1950

Type Code 5231

Roadway (Sta. 0+65 to 403+17.20)

5,000	cu. yds.	Special Borrow Excavation, Unclassified	$ 0.30	$ 150.00
800	cu. yds.	General Excavation, Unclassified	3.00	2,400.00
29,000	yd. stas.	Short Overhaul	0.02	580.00
220	C-yd. stas.	Long Overhaul	0.50	110.00
0.53	mile	Finishing Roadbed and Slopes	400.00	212.00
16,000	cu. yds.	Pit-run Cinders in Base	1.15	18,400.00
8,500	cu. yds.	1" - 0" Cinders in Base and Shoulders	2.25	19,125.00
650	M-gal.	Sprinkling	3.00	1,950.00
7.56	miles	Preparation of Base	150.00	1,134.00
4,950	cu. yds.	Furnishing and Placing Aggregates	3.25	16,087.50
480	tons	Furnishing and Placing 150-200 Asphalt	37.00	17,760.00
			Subtotal	$77,908.50
			10% Engr. & Cont.	7,790.85
			Total	$85,699.35

Length of Roadway 7.555 miles
Cost per mile $11,343.39

Federal Secondary Funds- -	$47,000.00
State Funds- -	38,699.35
	$85,699.35

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 6, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.&E. documents for Oregon Project No. S-98(1) Crook County Line-Bend Airport Section of the Powell Butte Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Very truly yours,

T. H. Davis
T. H. DAVIS
District Engineer

RECEIVED
JUN 1 1950
FOR FILING

[illegible]

3323

May 31, 1950

Mr. F. L. Somers
P. O. Box 938
Klamath Falls,
Oregon

Dear Sir:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3323, which was awarded to you on May 17, 1950 by the State Highway Commission, covering the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway in Deschutes County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

[illegible]

RECEIVED
JUN 2 1950
FOR FILING

S-98 (1)

File

May 29, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 26, 1950 on Contract No. 3323, Crook County Line-Bend Airport Section, in connection with Federal Aid Project No. S-98 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP:gs

RECEIVED
JUN 2 7 1950
FOR FILING

S 17(1)

[illegible]

AGENDA
MAY 2 5 1950

4-a

May 17, 1950

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Mr. Somers:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway in Deschutes County. This award was based on your low bid of $74,981.00 submitted on April 24, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

ml

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White, Asst. Commissioner (S.I.A.C.)

[illegible]

5YC

class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 17, 1950
3:45 p.m.

Mr. F. L. Somers

P. O. Box 938

Klamath Falls, Oregon

State Highway Commission awarded you today contract for Crook County Line-Bend Airport Section of the Powell Butte Secondary Highway, Deschutes County, based on your low bid submitted April 24, 1950. Contract forms follow shortly.

H. B. Glaisyer, Secretary
Oregon State Highway Commission

RECEIVED

FOR FILING

FORM E-30X 15M 6-49 32003

[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1950

SUBJECT: Crook County Line-Bend Airport Sec.
Powell Butte Highway
Deschutes County

To: Mr. W. C. Williams
Ass't. State Highway Engineer

OFFICE

All necessary rights of way and entry permits have been secured for the above section. As far as the Right of Way Department is concerned the contract may be awarded.

Very truly yours,

J. M. DEVERS

By

R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

RECEIVED
FOR FILING

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1201

(1456)

SYMBOLS
DL=Day Letter
Night Letter
=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing time shown in the date line on telegrams and day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

PRA170 GOVT PD=PORTLAND ORG 17 314P=

1950 MAY 17 PM 4 10

R H BALDOCK=
STATE HIGHWAY ENGR

REYOURTEL TODAY ADVISING ALL RIGHTS ENTRY ACQUIRED= AS REQUESTED WE HEREBY CONCUR IN AWARD CONTRACT FOR OREGON PROJECT S-98/1/ TO LOW BIDDER F L SOMERS=

R M DAVIS BUREAU PUBLIC ROADS=

S-98/1/=

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM X	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

W. P. MARSHALL, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
CODE	NIGHT LETTER

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
MAY 17, 1950

MR. T. M. DAVIS, DISTRICT ENGINEER
BUREAU OF PUBLIC ROADS
201 FINANCIAL CENTER BUILDING
233 S. W. 6th STREET
PORTLAND, OREGON

REQUEST CONCURRENCE AWARD TODAY CONTRACT FOR CROOK COUNTY LINE-BEND AIRPORT PROJECT TO F. L. SOMERS OF KLAMATH FALLS. ALL REQUIRED RIGHTS OF ENTRY ARE ACQUIRED.

R. H. BALDOCK

RECEIVED
FOR FILING

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
May 17, 1950

SUBJECT: Crook County Line-Bend Airport Sec.
Powell Butte Highway
Deschutes County

To: Mr. W. C. Williams
Ass't. State Highway Engineer

OFFICE

All necessary rights of way and entry permits have been secured for the above section. As far as the Right of Way Department is concerned the contract may be awarded.

Very truly yours,

J. M. DEVERS

By R. L. Porter
R. L. PORTER
Ass't. Right of Way Engineer

RLP:MA

REFERRED TO

RECEIVED
MAR 14 1950
FOR FILING

C 2780

March 10, 1950

Mr. W. O. Cuthbertson
City Manager
Bend, Oregon

Dear Sir:

Thank you for your letter of March 8, advising that you are now about ready to start the relocation of the Powell Butte Secondary Highway around the Bend airport.

We shall be glad to see this project completed as early as possible, so that we may make plans for the final surfacing of the section.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

CITY OF BEND

W. J. BAER
WILFRED A. FORDHAM
ALBIN C. NELSON

CITY COMMISSION
T. D. SEXTON, MAYOR
W. O. CUTHBERTSON, MANAGER

RALPH A. BAILEY
BERT WHITE
W. S. ANDERSON

Bend, Oregon
March 8, 1950

Mr. R. H. Baldock
Highway Engineer
State Highway Commission
Salem, Oregon

Dear Mr. Baldock:

This is to notify you that the City of Bend now has sufficient funds and is ready to proceed with the project of relocating 1.23 miles of the Powell Butte Secondary Highway around the Bend Airport.

We are awaiting the final approval of this project by the Civil Aeronautics Administration. This approval should be forthcoming within the next two weeks.

We are very sorry that we have delayed the advertising of your project on this road. However, it was due to circumstances beyond our control.

Sincerely yours,

W. O. Cuthbertson

W. O. Cuthbertson
City Manager

WOC:lc

RECEIVED
FOR FILING
2-77

July 25, 1949

Mr. Robert W. Sawyer
The Bend Bulletin
Bend, Oregon

Dear Mr. Sawyer:

While we would very much like to advance the proposed construction on the Powell Butte Secondary Highway northeast from the airport, we will be unable to do the work this year.

In the first instance, this highway is not now on the Federal Aid System, but we have requested the Bureau of Public Roads to designate the highway as a Federal Aid Secondary Highway. This we feel will be done, but it takes time. Also, the money which has been tentatively allocated to this project is in the second year of the present program, which means that the funds will not be appropriated until about January 1. The matter of financing is not at issue, but we do appreciate the offer of Deschutes County to aid. We shall attempt to get the project under contract early next year, so that it can be completed during the summer. Even were we able to call for bids now, it would not be possible to grade, surface, and oil the project this fall, so it would have to continue over the winter in any event.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

SKYLINE OF THE CASCADES FROM BEND

National Representatives
WEST-HOLLIDAY CO., Inc.

THE BEND BULLETIN
Central Oregon's Daily Newspaper
BEND, OREGON

Published
Daily Except Sunday

July 19, 1949

Mr. W. C. Williams,
State Highway Department,
Salem, Oregon

Dear Mr. Williams:

Judge Allen tells me that the program is now for the development of the Powell Butte-Bend Highway in the coming year rather than this year as we here in Bend had been hoping. I write to urge your interest in securing action this year if it is at all possible.

A local warehouse enterprise is planning an enlargement of its facilities to take care of the business that is expected will come to Bend when this highway is improved and it would be unfortunate to have that construction delayed which is likely to be the case if the highway development is put off until 1950.

I understand that the Deschutes County Court has offered, or will offer, to make a loan from its surplus funds for a considerable portion of the estimated cost of this improvement so that the net current cost to the State would be comparatively small. As I understand it, many of the county roads on the original program for State improvement have now been built by county forces and it would be just and proper, it seems to me, to have this particular job done by the State as soon as possible.

Sincerely yours,

Robert W. Sawyer
ROBERT W. SAWYER

RWS:A

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OREGON
STATE HIGHWAY COMMISSION

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FOR FILING

Card

File

Powell Butte Sec.

July 18, 1949

Honorable C. L. Allen
County Judge of Deschutes County
Bend, Oregon

Dear Judge Allen:

With reference to the Powell Butte Secondary Highway, we are very appreciative of the fine offer of the county to loan money for advance usage on this section; however, we cannot take advantage of it, for the reason that this, being a regular Federal-aid Project, is set up in the current two-year construction program as a 1950 project. Moneys for the 1950 jobs have not as yet been appropriated, but will be, so that we may take bids on the job after January 1.

We expect to call for bids on the five-or six-mile section northeast from the airport early enough in the spring to assure completion of all work next summer.

Yours very sincerely,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

ULEY, SHERIFF
EN M. DACEY, COUNTY CLERK
EDITH FAIRCHILD, TREASURER
ED RISEN, ASSESSOR

C. L. ALLEN, COUNTY JUDGE
E. E. VARCO, COMMISSIONER
A. E. STEVENS, COMMISSIONER
ELIZABETH BISHOP,
COUNTY HEALTH OFFICER

VELMA G. BUCKINGHAM,
SCHOOL SUPT.
A. J. MOORE, DISTRICT ATTY.
DR. GEORGE W. WINSLOW,
CORONER
E. G. MANSFIELD, SURVEYOR

DESCHUTES COUNTY
STATE OF OREGON
BEND, OREGON

July 14th, 1949

Hon W. C. Williams
Engineer, Oregon State Highway Comm.
Salem, Oregon

W. C. WILLIA

Dear Mr. Williams:

For the past six months I have been very hopeful that the people of this county were going to be receiving the big favor of having the State Highway Commission surface it's last remaining secondary in the county this year.

I refer to the Powell Butte Secondary. Now designated in your "Exhibit A" under 1950 and 1951 secondary Federal aid projects as "Powell Butte, Airport - N.E."

I have made inquiry and it would seem that this road could be completed with oiling within 6 to 8 weeks.

It has occurred to me that a shortage of funds could be the reason for the postponement of surfacing and oiling on this road until 1951.

If this is the reason and Deschutes County would evidence it's interest in the immediate improvement of this road by offering a loan of $50,000.00 for twelve months, would the Commission re-consider?

I feel that you are in position to help me on this and will deeply appreciate the favor of your intercession with the Commission.

Yours very sincerely,

C. L. Allen

C. L. Allen,
County Judge

CLA:ln

RECEIVED
JUL 15
OREGON
STATE HIGHWAY COMMISSION

RECEIVED FOR FILING

[illegible] RUFFNER, CORVALLIS, CHAIRMAN
[illegible] U. EYERLY, SALEM, VICE-CHAIRMAN
E. S. MARONEY, PORTLAND
DR. [illegible], LA GRANDE
J. R. ROBERTS, REDMOND

CHESTER E. McCARTY, PORTLAND
COUNSEL FOR THE BOARD

W. M. BARTLETT, DIRECTOR

TELEPHONE 4171—EXT. 486

OREGON STATE BOARD OF AERONAUTICS
SALEM, OREGON

398'(1)

May 26, 1949

**NOTED
W. C. WILLIAMS**

Mr. [illegible] Baldock
State Highway Commission
Salem, Oregon

Note
See
Chart
Federal Aid
Hwy. Landing
Sites.

Dear Mr. Baldock:

This office has been asked to certify the position of vertical clearance over the proposed highway relocation of the Powell Butte Secondary Highway, along the east side and north of the Bend airport.

Clearances north of the main runway over the proposed construction will be in excess of forty (40) feet, as required by the Oregon Highway Commission. The clearance over the section of the proposed relocation along the east side of the Bend Airport will vary from thirty-nine (39) feet on the south side of the approach to sixty-nine (69) feet on the north edge of the approach area to an emergency strip now existing on the Bend Airport [illegible] direction.

This emergency strip will be used during only a small portion of the time, probably less than ten per cent (10%), when there are high storm winds either out of the [illegible] or northeast directions. This strip will not be graded, [illegible] will remain grass covered and only be considered as an emergency landing strip. Furthermore, the length of the runway [illegible] required by Federal and State airport standards for the operation of small type airplanes. Therefore, with a center line clearance of fifty-three (53) feet as established by the method used by the Oregon Highway Commission, [illegible] hazard will exist to motor vehicle traffic on the road or to aircraft using this emergency flight strip.

Very truly yours,

W. M. BARTLETT, Director

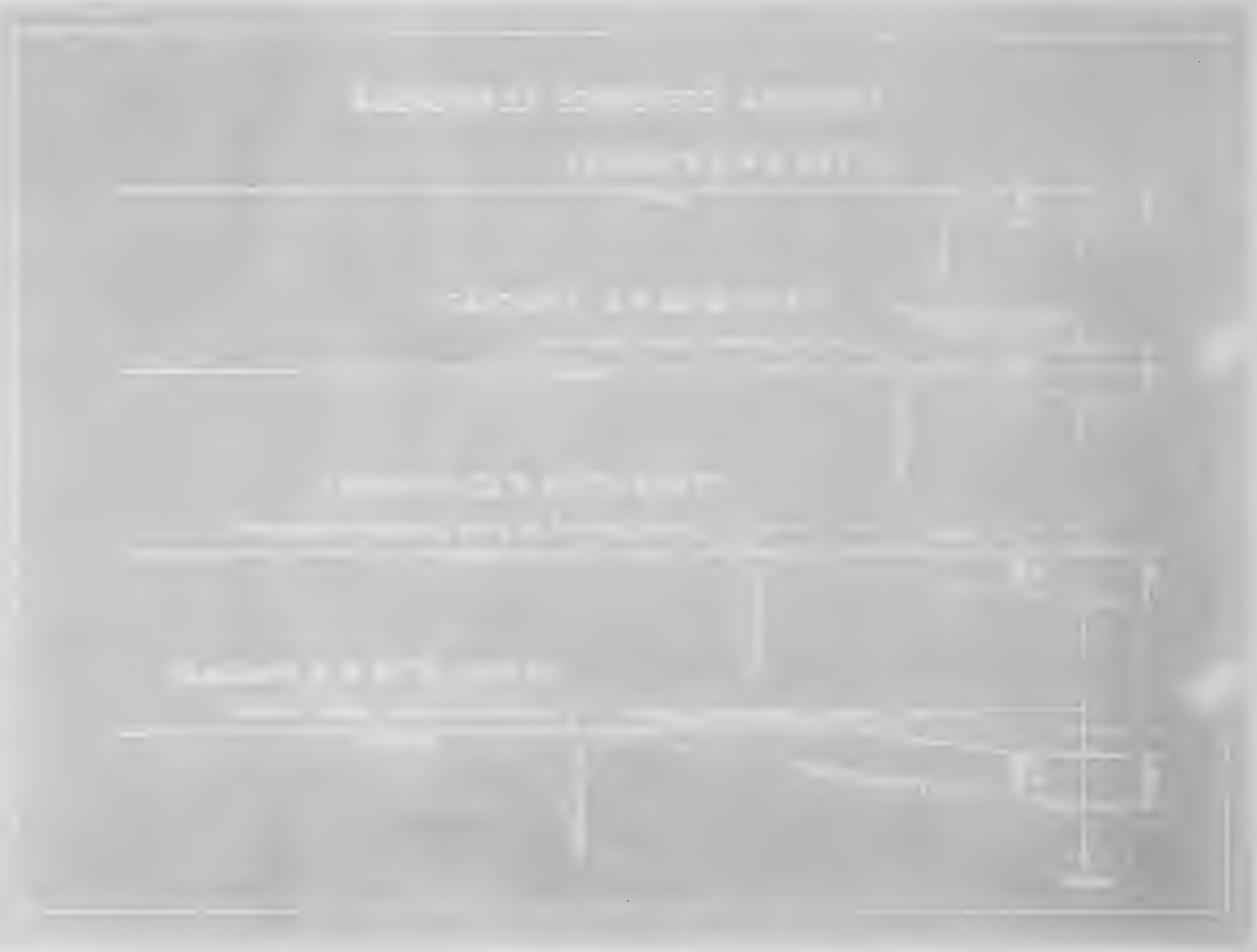
MCHill

M. C. HILL, Airport Engineer

MCH/fl

RECEIVED
MAY 27 1949
OREGON
STATE HIGHWAY COMMISSION

O. H. Booth



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[illegible]
FOR FILING

Salem, Oregon
October 11, 1948

H. G. Smith
Office

Attached is one executed copy of agreement with the City of Bend and Deschutes County covering the relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport.

The original of this agreement has been retained in Mr. Glaisyer's office for the Commission's files and a fully executed copy has been mailed to the City of Bend and the County Court of Deschutes County.

L. H. Warfield

LHW/gd
1 unexecuted copy to Cooper

RECEIVED
OCT 6 1948
FOR FILING

598(1)

Salem, Oregon
October 5, 1948

Mr. R.H. Baldock

Herewith I hand you one executed and one unexecuted copy of agreement with the City of Bend and Deschutes County covering the relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport.

The original of this agreement has been retained in this office for the Commission's files and a fully executed copy has been mailed to the City of Bend and the County Court of Deschutes County.

rn
Attachments -2

Secretary

RECEIVED
OCT 6 1948
FOR FILING
2980

October 5, 1948

Mr. Geo. Simerville, City Recorder
City Hall
Bend, Oregon

Dear Sir:

I am enclosing herewith, for the records and files of the City of Bend, a fully executed copy of an agreement between the State Highway Commission, the City of Bend and Deschutes County covering the relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]
encl.

cc: G.W. McCann, Mayor
City of Bend
Bend, Oregon

RECEIVED
SEP 29 1948
FOR FILING

[illegible]

September 28, 1948

Memorandum to the Oregon State Highway Commission

Attached for your consideration and approval is the original and three copies of an agreement with Deschutes County and the City of Bend covering the relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport.

The agreement provides that the City of Bend shall make a deposit of $750 to cover the cost of a survey for the revised route to be made by state forces. This deposit has been received. In addition the City and County are to provide construction of the new route at their own expense.

This matter was considered and approved by the Commission at its meeting April 20, 1948, as shown on page 14839 in the minutes.

Secretary

FAQ:dr
Enc.

cc - Mr. Floyd Query

RECEIVED
SEP 21
FOR FILING

[illegible]

Salem, Oregon
September 17th, 1948

W. E. Chandler

If you approve the attached agreement for relocating the Powel Butte Secondary Highway around the Bend Municipal Airport, please secure the signatures of the proper City and County officials.

H. G. Smith
Acting State Highway Engineer

HGS:AR

cc to: E. G. Smith

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
A. W. SCHAUPP, MEMBER
KLAMATH FALLS
BEN. R. CHANDLER, MEMBER
COOS BAY

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

Sept. 16, 1948

IN REPLY PLEASE
REFER TO FILE

Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Mr. Williams: Re: Bend Municipal Airport.

In accordance with your request of September 10, we have prepared an agreement between the Commission, the City of Bend and Deschutes County, for the relocation of a portion of the Powell Butte Secondary Highway.

You will note that we have added a provision with regard to right of way. In transmitting this form of agreement, we are aware of the City's letter to your attention, dated September 10, stating in effect that the City is the sponsor and that the County is merely assisting the City. Regardless of this letter, however, we deemed it advisable that the contract be between the three parties as set forth in the agreement, and I have reanalyzed the agreement in light of the City's last letter.

Yours very truly,

J. M. DEVERS

By
G. W. NEUNER
Assistant Counsel

GWN:FRC

RECEIVED
SEP 13 1948
FOR FILING

198(1)

Salem, Oregon
September 10, 1948

Mr. J. M. Devers

The State Highway Commission has authorized the relocation of a section of the Powell Butte Secondary Highway to permit expansion and improvement of the Bend Municipal Airport. The approval of the Highway Commission is contingent upon reimbursement for the cost of making the survey which will be done by the State and the reconstruction of the road on its new location to state highway specifications by the City of Bend and Deschutes County.

Will you please prepare a form of agreement to be entered into between the State Highway Commission, Deschutes County, and the City of Bend, containing the following obligations and things to be done by each party.

THINGS TO BE DONE AND OBLIGATIONS OF THE STATE:

1. The State Highway Commission will make a location survey with its engineering personnel for the relocation of the secondary highway as indicated on the attached sketch map. The estimated cost of the survey and the setting of necessary stakes for reconstruction of the new highway is estimated at $750.

THINGS TO BE DONE BY THE CITY OF BEND:

1. The City of Bend will make a deposit in the amount of $750 to cover the estimated cost of the survey and the setting of stakes for construction.

THINGS TO BE DONE JOINTLY BY THE CITY OF BEND AND DESCHUTES COUNTY:

1. The City and County shall construct, with their own forces and equipment, the relocated roadbed, which roadbed shall be constructed to a width of 26 feet and to the grade, alignment and cross section established by the location survey and plans for construction. Said construction shall be completed to a standard acceptable to the State Highway Engineer or his duly authorized representative.

2. County and City shall place on the newly constructed roadbed a light surfacing consisting of cinders or suitable fine gravel to a minimum thickness of one (1) inch.

If any more information is required by you in order to prepare a form of agreement, I will be at your service.

WCW/ds
Encl.

W. C. Williams

RECEIVED

CITY OF BEND

T. D. SEXTON
C. S. HOOGNER
H. E. SIMPSON

CITY COMMISSION
HANS SLAGSVOLD, MAYOR
C. G. REITER, CITY MANAGER

G. F. FREEMAN
W. J. BAER
C. O. HAUCK

39811

September 10,1948

Oregon State Highway Commission
Salem, Oregon.

Attention W.C.Williams,
Ass't State Hway Engr.

Dear Mr.Williams:

Your letter of the 9th here this date.

For the purpose of the survey and construction of the Powell Butte Seconday Highway around the west and north side of the Bend Municipal Airport, The City of Bend obligates itself for all costs.

The City of Bend is asking the Highway Dept. to make the survey and I understand the State Board of Aeronautics will draw up the plans and specifications under your direction and to you satisfaction. The City of Bend will pay for this work.

As to the construction and for the purpose of the agreement with the Highway Department,the City of Bend will construct with their own equipment this new section of road. The County Court has agreed to assist but that will be between the County and City so the City of Bend will be the Sponsors. For all phases then, the City of Bend will appear as the only sponsor.

The State Board of Aeronautics have been appointed as our agent, so any arrangements made with them as to the details,we would appreciate a copy. Mr.Hill of the State Board has been carrying on a discussion with Mr.Booth of your Department.

We would appreciate all that you may be able to do to expedite this agreement as I understand the agreement is the important thing at this time to the State Board.

Very truly yours,

C G Reiter

C.G.Reiter-City Mgr.

RECEIVED

CC State Board.

RECEIVED
[illegible]
FOR FILING

8980

September 9, 1948

Mr. C. G. Reiter
City Manager
Bend, Oregon

Dear Sir:

Before we can make a survey for the proposed relocation of the Powell Butte Secondary Highway around the Bend Municipal Airport, it will be necessary that an agreement be entered into between the State Highway Commission and the sponsors of the airport.

As the matter now stands, you have authorized the State to make the survey with the cost to be reimbursed by the airport sponsors. You did not, however, give us any exact data as to who will construct the relocated highway after the survey is completed.

If you will advise me as to the manner in which the reconstruction will be handled, we will be in a position to prepare the necessary agreement form.

If Deschutes County is to assist in the construction of the relocated roadway, they will necessarily become a party to the agreement along with the City of Bend and the State Highway Commission.

We will give this matter very prompt attention upon receipt of the desired information.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

[illegible] Williams
Assistant State Highway Engineer

[illegible]/ds
cc - Mr. [illegible] Hill
Mr. [illegible] Booth
Mr. [illegible] Chandler

RECEIVED
JUL 12 1948
FOR FILING

Const
R/W
Powell Butte

July 8, 1948

Mr. C. G. Reiter
City Manager
Bend, Oregon

Dear Sir:

I acknowledge receipt of your letter of July 2 having reference to relocation of a section of the Powell Butte Secondary Highway to permit improvement of the Bend Municipal Airport.

As to the State's cooperation in this matter, the Highway Commission as I previously advised you, will be glad to conduct a survey for the relocation providing the cost is reimbursable from the airport sponsors and further providing that the construction of the relocated highway would be without cost to the State.

As to the Highway Commission becoming a co-sponsor of the Airport, the Highway Commission has not heretofore acted as a co-sponsor in improvement or reconstruction of any municipal airport and I am very certain it would not consent to do so in this case. I, therefore, advise that the State will be glad to cooperate with you to the extent mentioned above at such time as proper agreements are prepared.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc: W. C. Williams

CITY OF BEND

T. D. SEXTON
C. S. HODGNER
H. E. SIMPSON

CITY COMMISSION
HANS SLAGSVOLD, MAYOR
C. G. REITER, CITY MANAGER

G. F. FREEMAN
W. J. BAER
C. D. HAUCK

July 2, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

I know you are familiar with our problem of the proposed relocation of a section of the Powell Butte Secondary Highway around the Bend Municipal Airport.

At the City Commission meeting last night they instructed me to advise you that they authorize the cost of such a survey. I understand that this matter may be handled in one of two ways; one would be that the City pay you the cost, or two, if the Highway Commission would act as a co-sponser the City would therefore probably save the cost of the survey. The State Board of Aeronautics would be willing to do the paper work for such a co-sponser, and it would allow us more funds to be expended on the airport proper.

I will ask the State Board to contact Mr. Booth so that the proper arrangements might be made.

Sincerely yours,

C. G. Reiter
City Manager

CGR:lc

cc - W. C. Hill
W. E. Chandler

RECEIVED
JUL 6 1948
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
MAY 20 1948
FOR FILING

898 Q

Agenda Item 4d
4-19-48

April 22, 1948

Mr. [illegible] Reiter
City Manager
Bend, Oregon

Dear Sir:

The State Highway Commission at its last meeting considered a proposal of the City of Bend and the Civil Aeronautics Administration to expand the Bend Municipal Airport which expansion would result in a change of location of a section of the Powell Butte Secondary Highway.

The Highway Commission approved the realignment of the highway provided that

1. The State make the location survey and be reimbursed for the cost thereof by the sponsors of the airport expansion.

2. That the realigned highway be constructed to a standard satisfactory to the State Highway Commission.

3. That the State Highway Commission not be obligated for any portion of the expense of the construction of the realigned highway.

4. That the flight clearance be sufficient to meet the approval of the Public Roads Administration and the State Highway Commission.

If it is desired that you wish to proceed further with this project, we will be pleased to consult with you.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc - Jack Bartlett
H. G. Smith
W. E. Chandler
W. C. Williams

[illegible]

[illegible] Bent [illegible] Apr 9 45

[illegible] to [illegible] Bending and [illegible] etc. [illegible] of siding in [illegible] ([illegible]) [illegible] Rod) [illegible] Both [illegible] Should be [illegible]

End [illegible] remaining to be [illegible] I [illegible] II [illegible] III or IV [illegible]

[illegible]

RECEIVED
APR 8 1948
FOR FILING

898 (1)

April 7, 1948

Oregon State Highway Commission

Gentlemen:

I attach hereto a letter under date of April 3, received from C. G. Reiter, City Manager of Bend, making inquiry as to whether the State will cooperate in relocating a portion of the Powell Butte Secondary Highway No. 371 around the proposed expansion of the Bend Municipal Airport.

Provision is made for airport construction and improvement by the Civil Aeronautics Administration to the extent that the federal government will share 56 per cent of the cost of said construction or improvement and the sponsors of the airport to provide for 44 per cent. In this instance it is the City of Bend that is sponsoring the project.

The rerouting they request would be approximately 1.45 miles in length. The existing highway is graded only and has not been surfaced with either rock or oil. Permission for a temporary rerouting of a portion of the highway approximately 1900 feet in length was granted in 1942 as a war measure.

The proposed relocation of the highway would be of no benefit to the road users as it does not decrease the distance or improve the alignment. On the contrary, the distance is increased by 1,000 feet and the curvature is greater. I see no reason why State funds should be utilized for rerouting the highway under such circumstances. It would be a dangerous precedent, especially at the outset of the airport program.

The survey for the relocation should be made by the State and I understand these funds can be reimbursed if the State so requests. The Civil Aeronautics Administration can make the survey but they state that as a matter of policy they have requested the sponsoring authority to bear the expense of the survey. The estimated cost of the survey is [illegible]. I recommend that the State make the survey providing reimbursement will be made by the Civil Aeronautics Administration and that the State does not share in the cost of relocating the highway.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.

WCW/ds cc - W. C. Williams H. G. Smith

P.S. This matter will be on the agenda and the map will be presented at that time.

COPY

Mr. W. M. Bartlett, Director
State Board of Aeronautics
Salem, Oregon

Dear Jack:

I think I sent you a copy of the letter sent to Mr. Baldock in respect to the relocation of the Pilot Butte secondary highway No. 371 around the proposed expansion of the Bend Bunicipal Airport.

Baldock stated that he would present the matter to the Highway Commission on April 19 and 20 and would advise me of their action.

I would appreciate it if you would give him one of the maps outlining thereon what the approximate change would be. If the triangular 33 acres which we have west of the north-south runway is not to be used, the road could be located north along or on the section line, as we own most of that property, and then turning to the northeast to connect with the main road. I believe this would help our cause.

Sincerely yours,

(s) C. G. Reiter

C. G. REITER
City Manager

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APR 8 1948
FOR FILING

898.01

5

April 6, 1948

Mr. C. G. Reiter
City Manager
Bend, Oregon

Dear Sir:

Receipt is acknowledged of your letter of April 3, in which you make inquiry as to whether or not the State Highway Commission and Deschutes County will cooperate in relocating the Powell Butte Secondary Highway No. 371 around the proposed expansion of the Bend Municipal Airport. I am unable to speak for Deschutes County in this matter, but I will be glad to present the matter to the State Highway Commission at its next meeting on April 19 and 20.

When I am advised as to what the Commission's action is in this matter, I will advise you.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW/ds

cc - W. C. Williams

CITY OF BEND

T. D. SEXTON
C. B. HODGNER
H. E. SIMPSON

CITY COMMISSION
HANS SLAGSVOLD, MAYOR
C. G. REITER, CITY MANAGER

G. F. FREEMAN
W. J. BAER
C. D. HAUCK

April 3, 1948

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Mr. Baldock:

This letter is to place before you a problem which the City of Bend has in reference to the change in location of the Butler Market Road as it goes around the north end of the Bend Municipal Airport.

I don't have a map to send to you, but the State Board of Aeronautics in Salem can furnish this data. Mr. Booth, your engineer, is familiar, I think, with the set up, and what we are suggesting.

We are especially inquiring as to the work which can be done by the state or the county, or both. Will the state make the survey and do any portion of the work out of state funds, or is the county allowed to spend county funds on such a project? This is a question that arises in connection with C.A.A. The City is budgeting certain funds, and is asking the ~~state~~ Gov't to contribute their matching percentage.

I will appreciate the information and any suggestions which you might have.

Sincerely,

C. G. Reiter
City Manager

CGR:lc

cc - W. E. Chandler
Jack Bartlett

RECEIVED
6 [illegible]
[illegible] COMMISSION

October 10, 1942.

Mr. C. G. Reiter,
City Manager,
Bend, Oregon.

COPY

Dear Sir:

This is your authority to make a change in the alignment in the Powell Butte Secondary Highway #371, to accomodate the enlargement of the Bend Municipal Airport.

This change should be made according to the map submitted by Mr. W. E. Chandler in September, 1942, and the grading work must be done according to lines and grades established by the Highway Department, and completed without cost to the department.

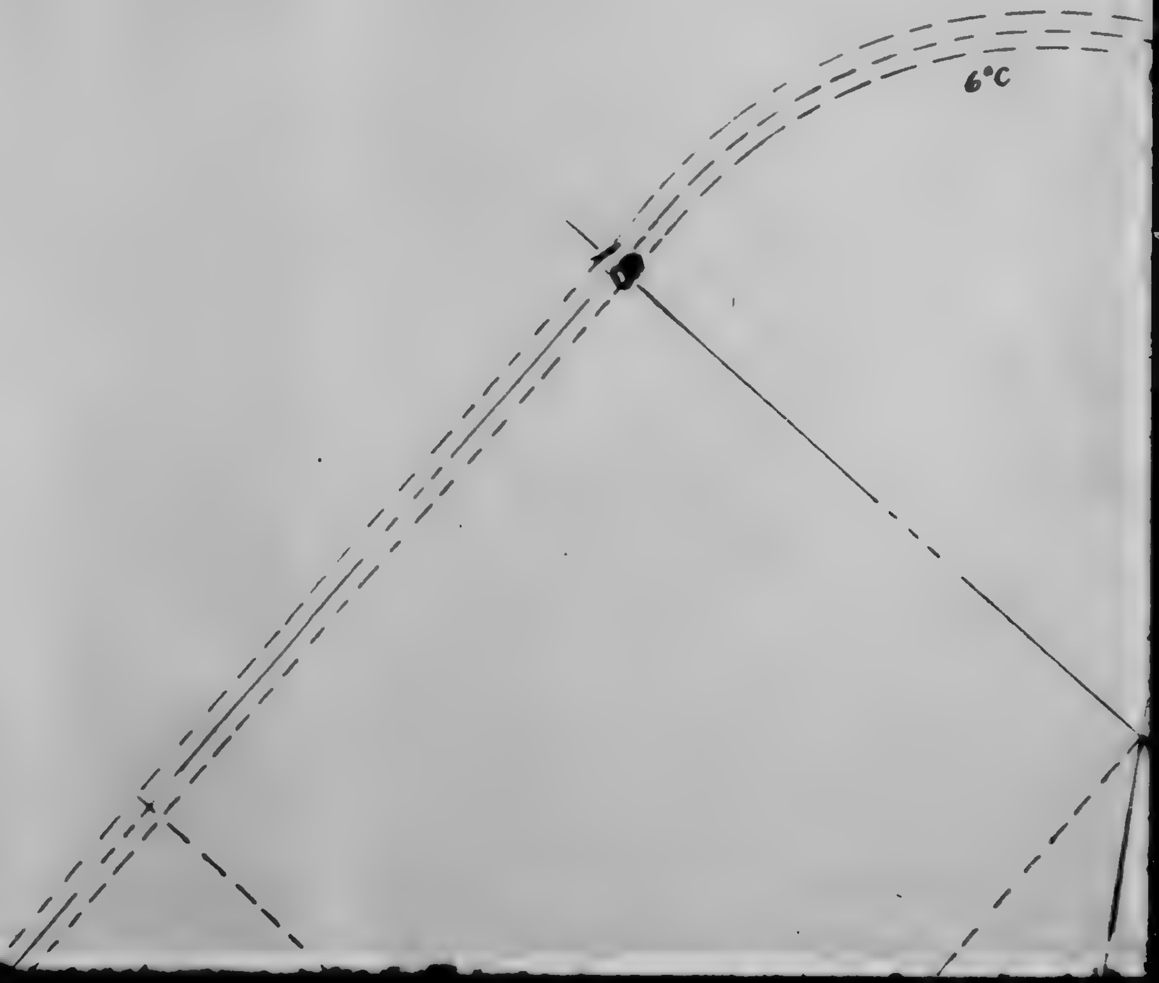
Yours very truly,

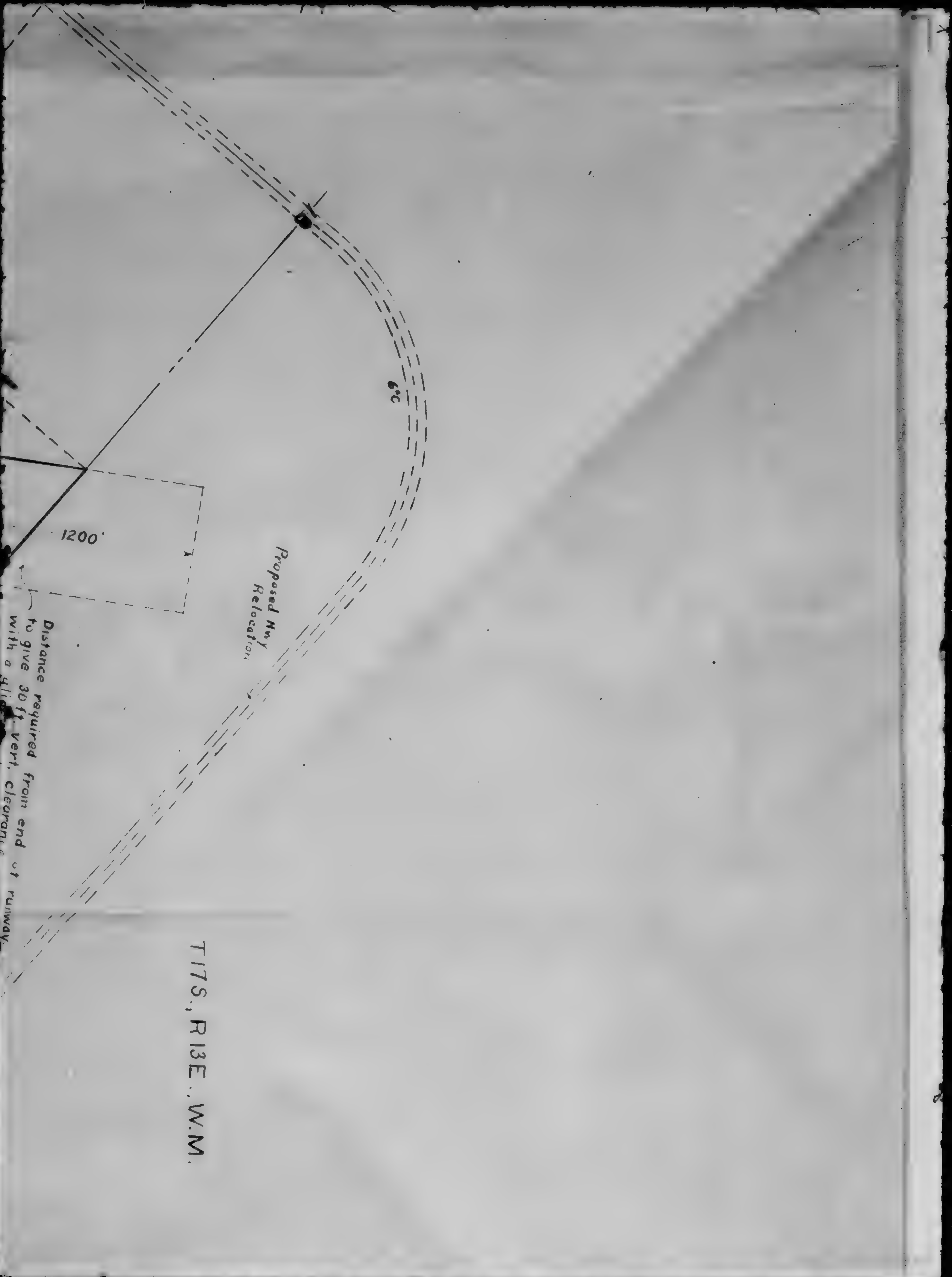
R. H. BALDOCK,
CHIEF ENGINEER.

H

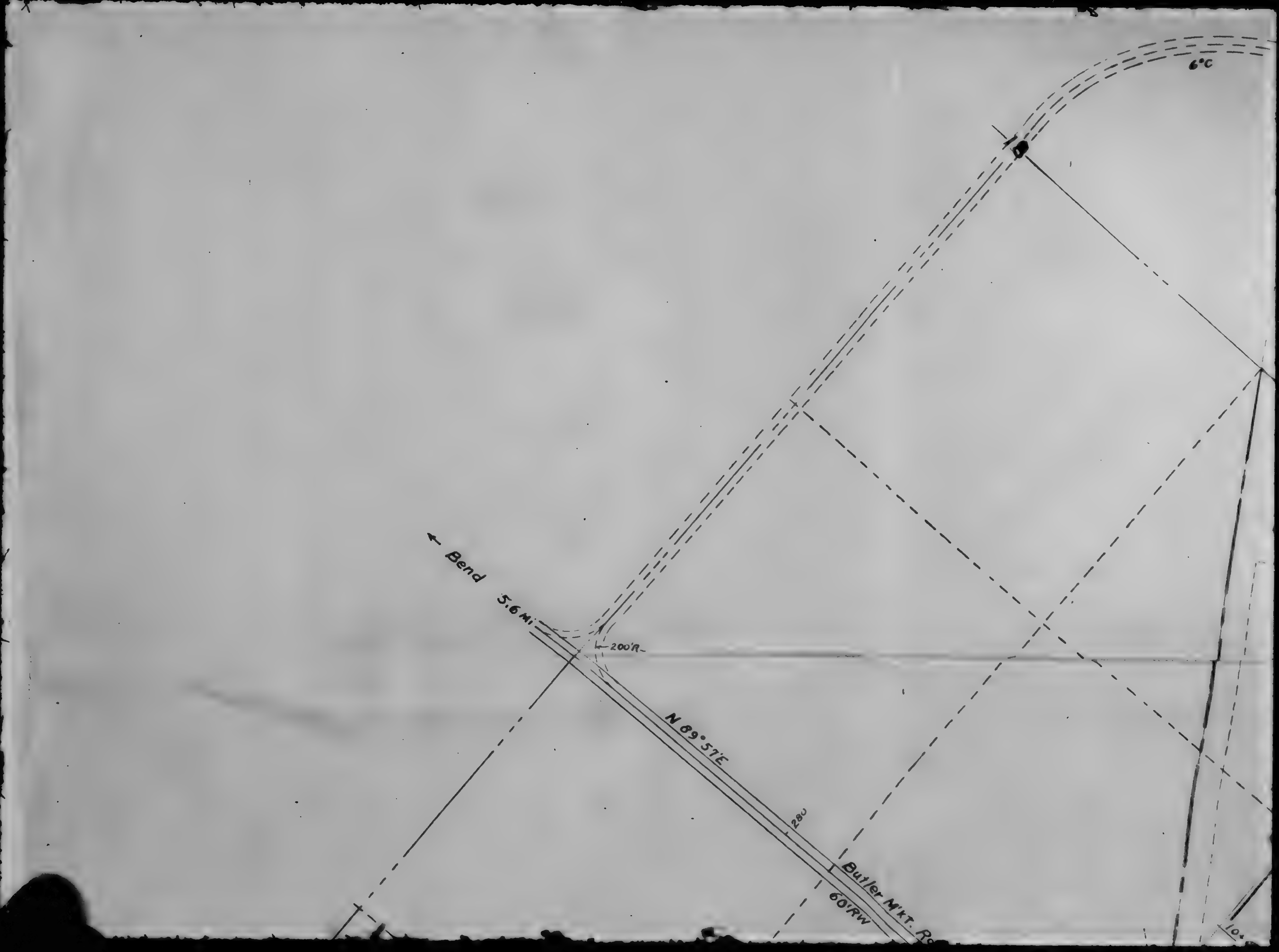
CC to
W. E. Chandler

[illegible] filed in 1942 file

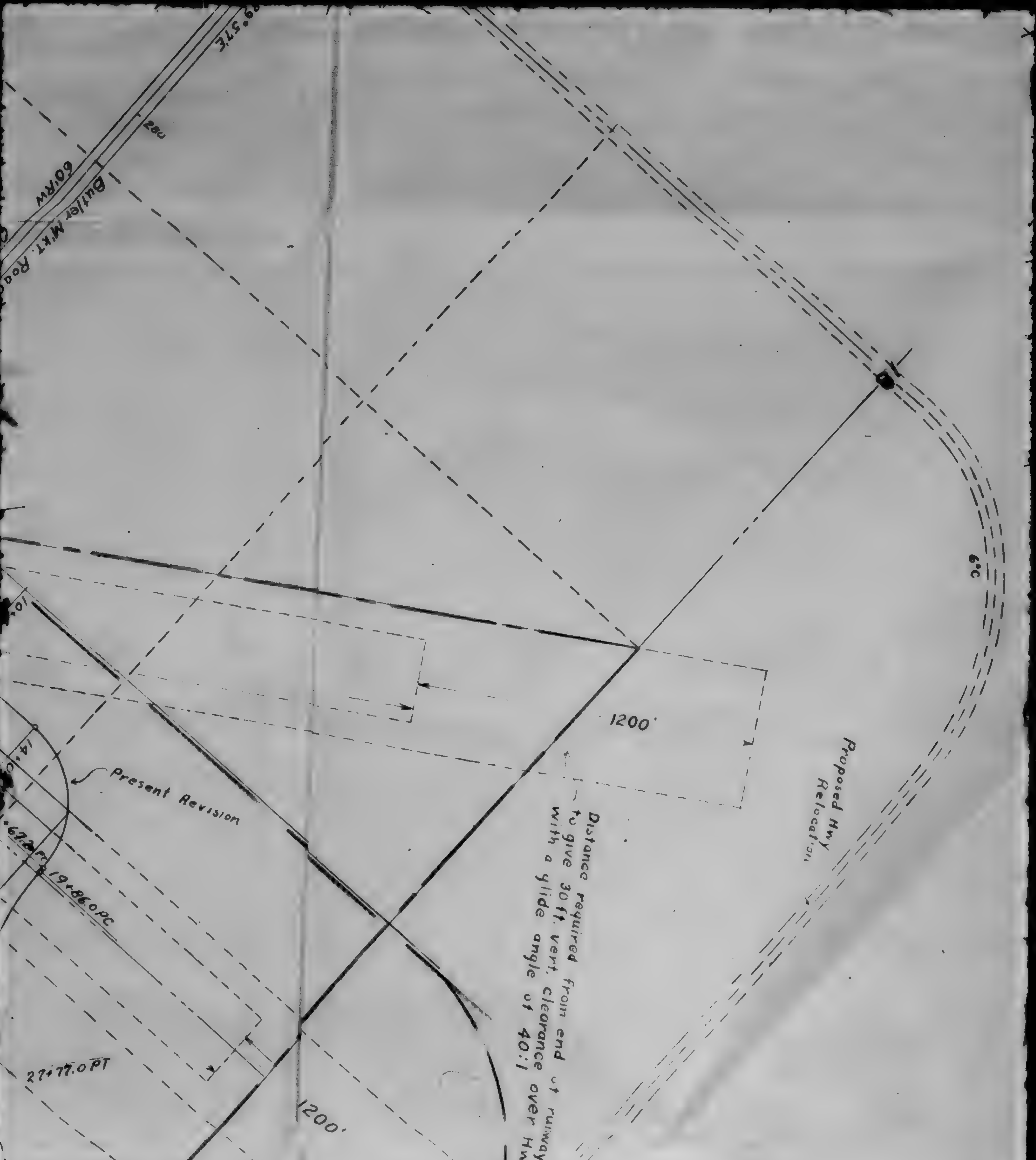

6°C


6°C
1200'
Proposed Hwy Relocation
Distance required from end of runway
to give 30 ft. vert. clearance
with a glid[illegible]
T17S., R13E., W.M.

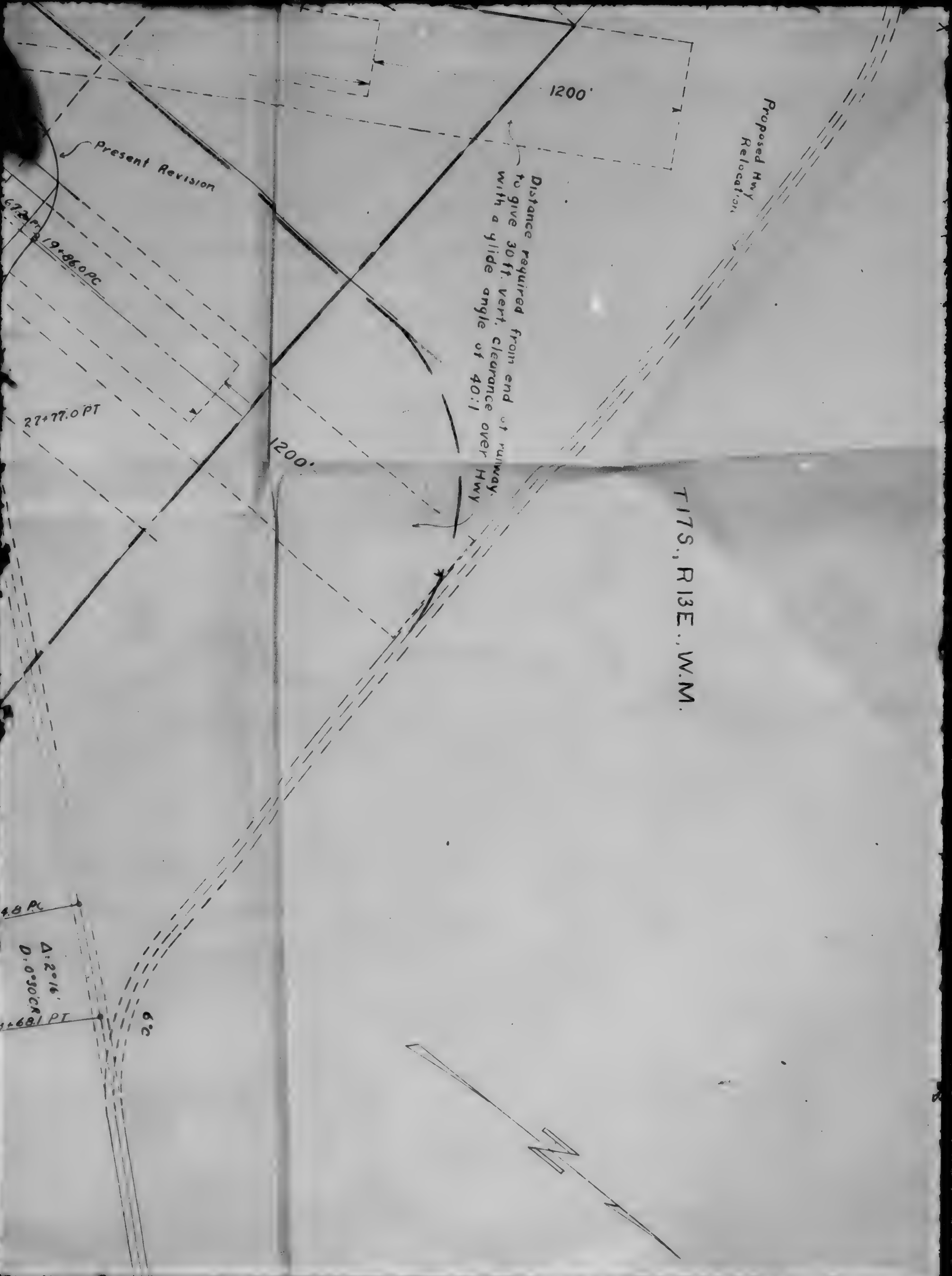
T17S., R13E., W.M.
nd of runway.
ance over Hwy.
40:1
N

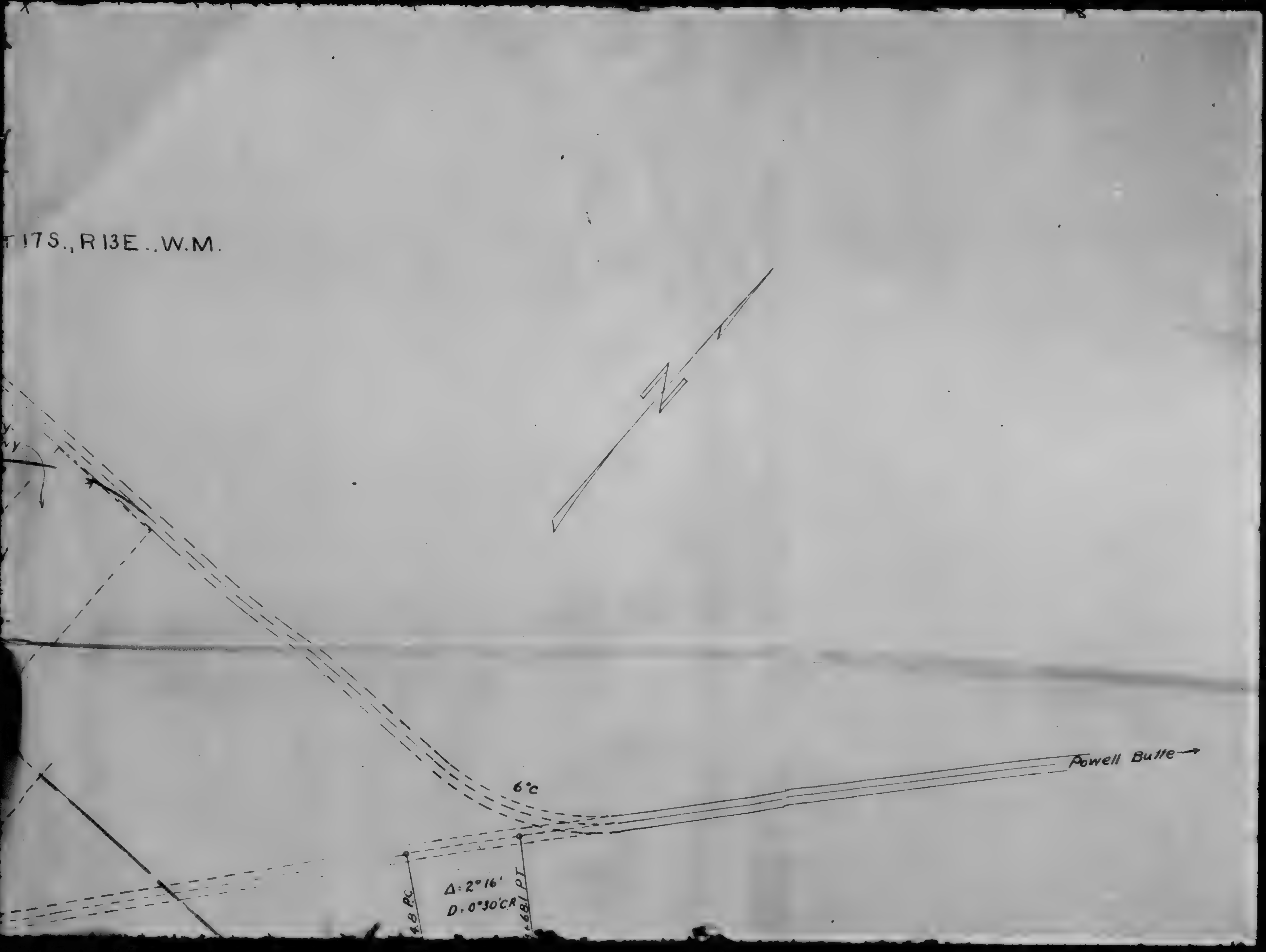


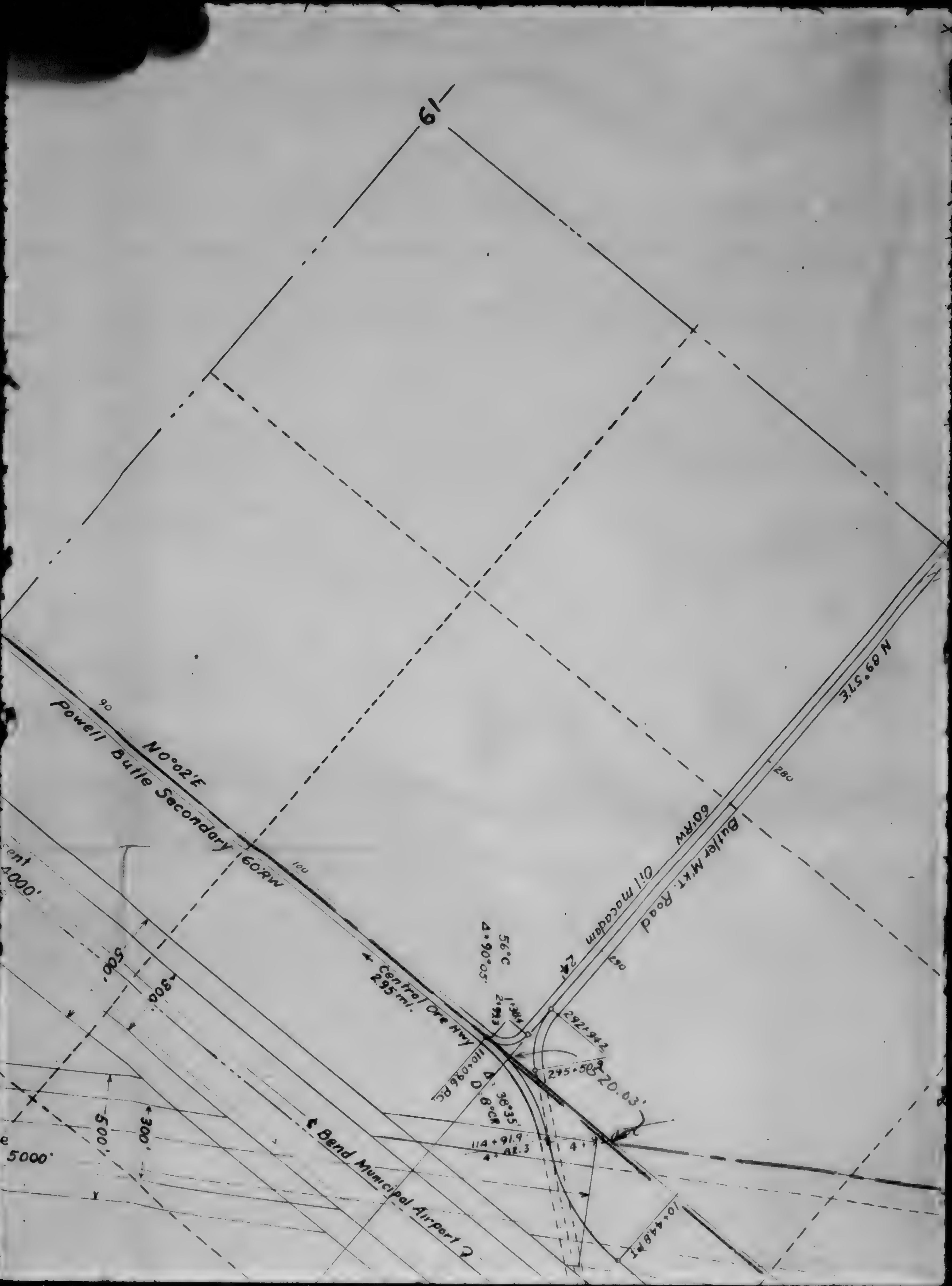
← Bend 5.6 Mi.
200'R
N 89° 57' E
280
Butler M'kt. Ro
60' RW
6°C
10'

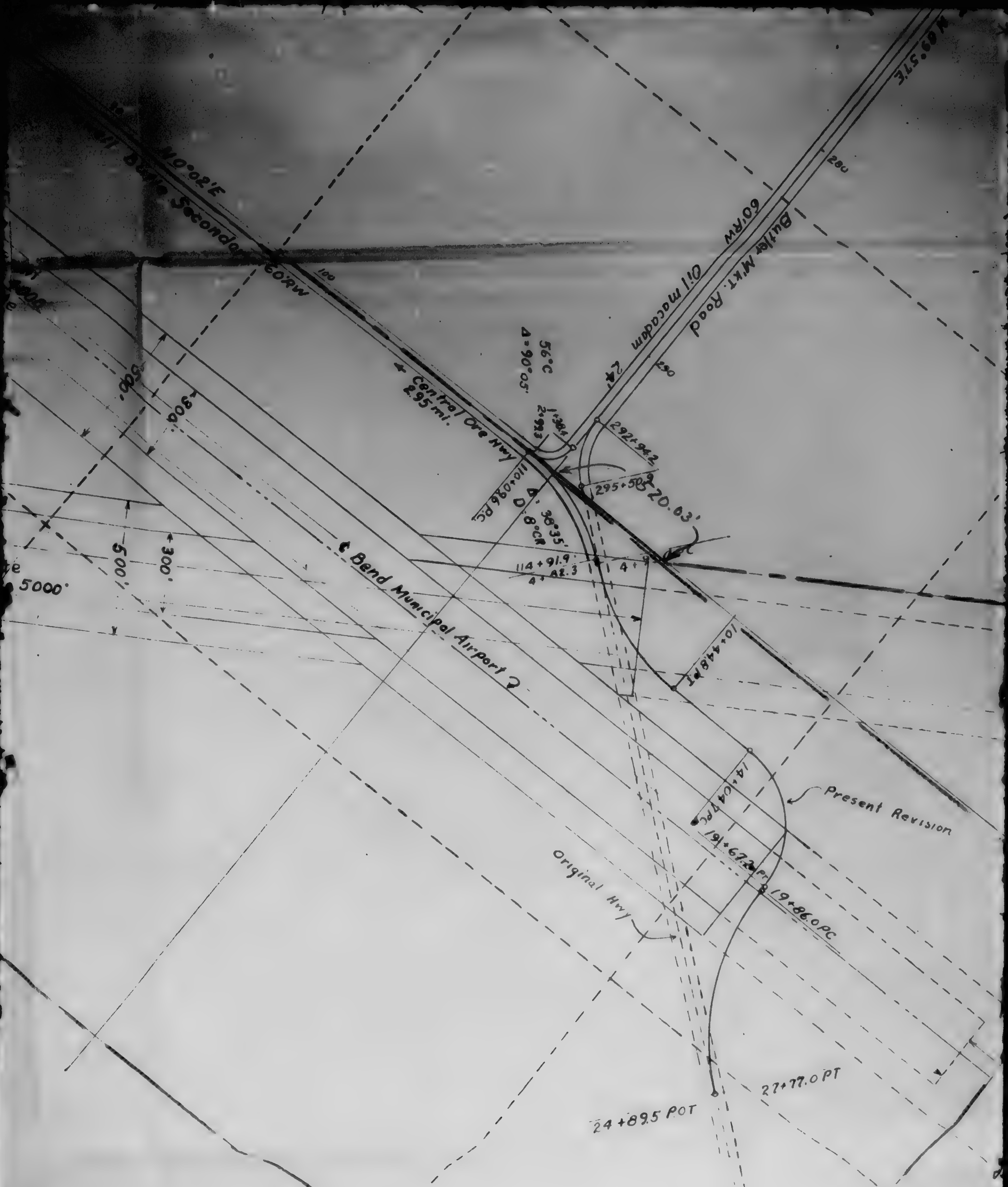


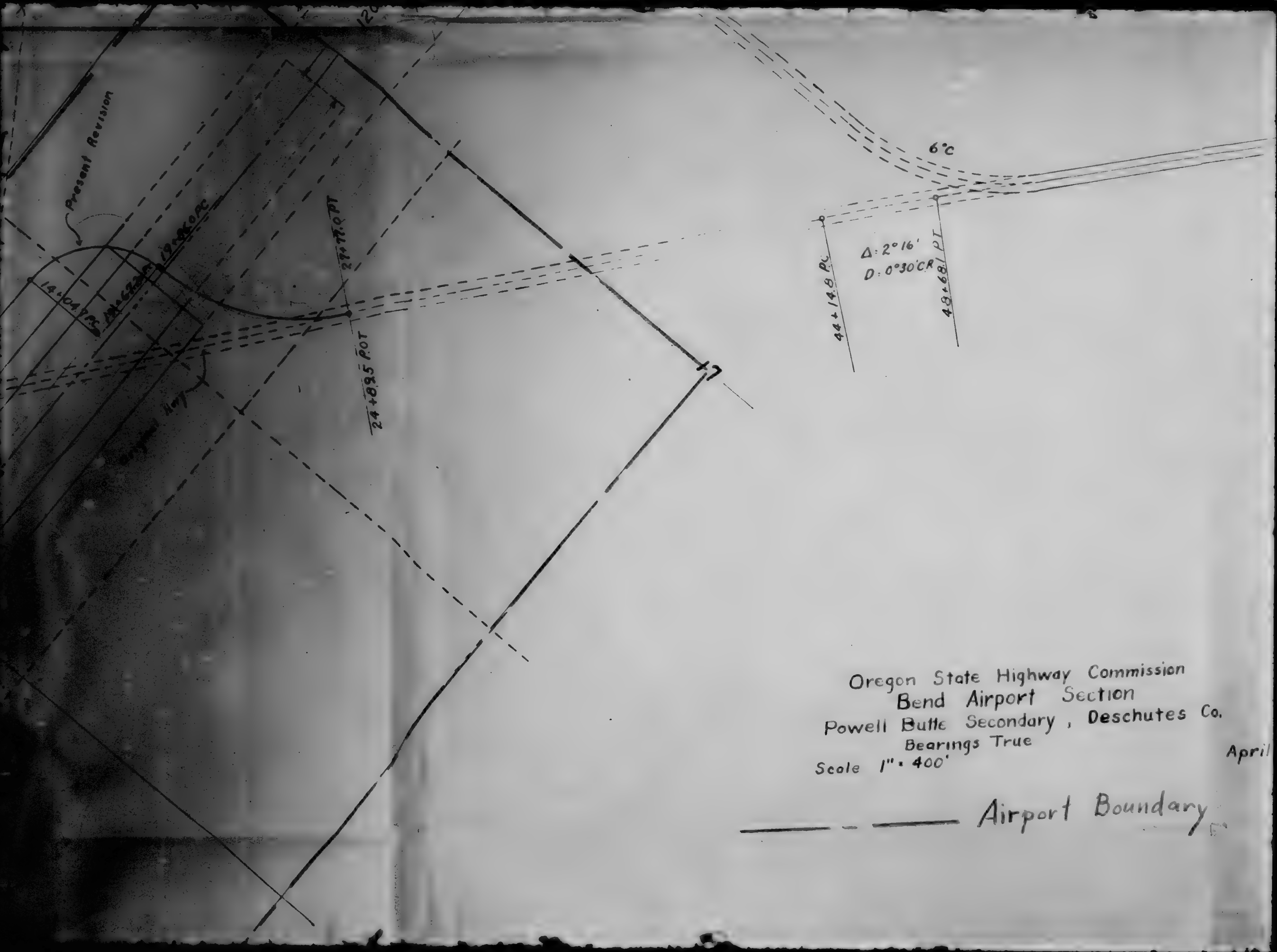
Butler M.K.T. Road
60' R/W
375.69' E
280
6°C
1200'
Proposed Hwy Relocation
Distance required from end of runway to give 30 ft. vert. clearance over Hwy with a glide angle of 40:1
Present Revision
14+0
+67.2 PT
19+86.0 PC
27+77.0 PT
1200'
T17S., R13E., W.M


1200'
Proposed Hwy Relocation
Present Revision
67.2 PT
19+86.0 PC
Distance required from end of runway to give 30 ft. vert. clearance over Hwy with a glide angle of 40:1
27+77.0 PT
1200'
T17S., R13E., W.M.
4.8 PC
Δ: 2°16'
D: 0°30' CR
+68.1 PT
6°C

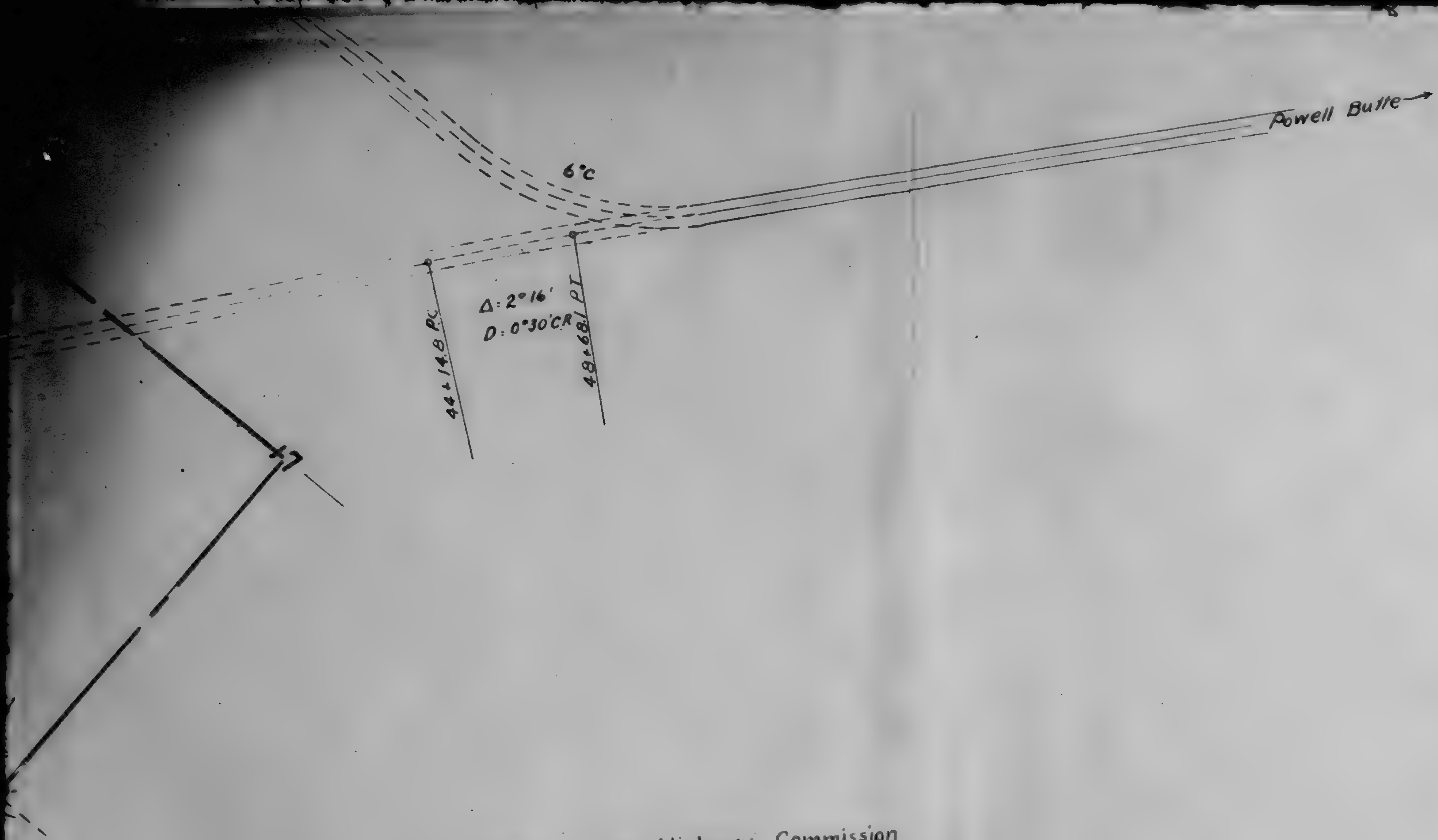

T17S., R13E. W.M.
N
6°C
Powell Butte→
4.8 P.C
Δ: 2°16'
D. 0°30' C.R.
+68.1 PT


19
90
Powell Butte Secondary 60' R.W.
N 0°02' E
100
Central Ore Hwy
2.95 mi.
56° C
Δ = 90°05'
2+97.3
1+30.4
110+096 P.C.
Δ 38°35'
D 8° CR
114+91.9
AZ.3
4'
4'
292+94.2
295+50.9
20.03'
10+448 P.T.
Butler M'K't. Road
60' R.W.
Oil macadam 24'
280
290
N 89°57' E
℄ Bend Municipal Airport ?
500'
300'
500'
300'
1000'
5000'


N 0°02'E
Butte Secondary
60'RW
100
N 69°57'E
280
Butler M'k't. Road
60'RW
Oil macadam
24'
290
56°C
Δ=90°05'
← Central Ore Hwy 2.95 mi.
1+38.4
2+97.3
292+94.2
295+50.9
20.03'
110+09.6 PC
D 8°CR
Δ 36°35'
114+91.9
4+82.3
4+
10+44.8 PT
5000'
500'
300'
500'
300'
℄ Bend Municipal Airport ?
14+04.9 PC
19+67.2 PT
19+86.0 PC
Present Revision
Original Hwy
27+77.0 PT
24+89.5 POT


Present Revision
Original Hwy
14+04.7 PC
19+86.0 PC
27+77.0 PT
24+89.5 P.O.T
44+14.8 PC
48+68.1 PT
Δ: 2°16'
D: 0°30' CR
6°C
Airport Boundary

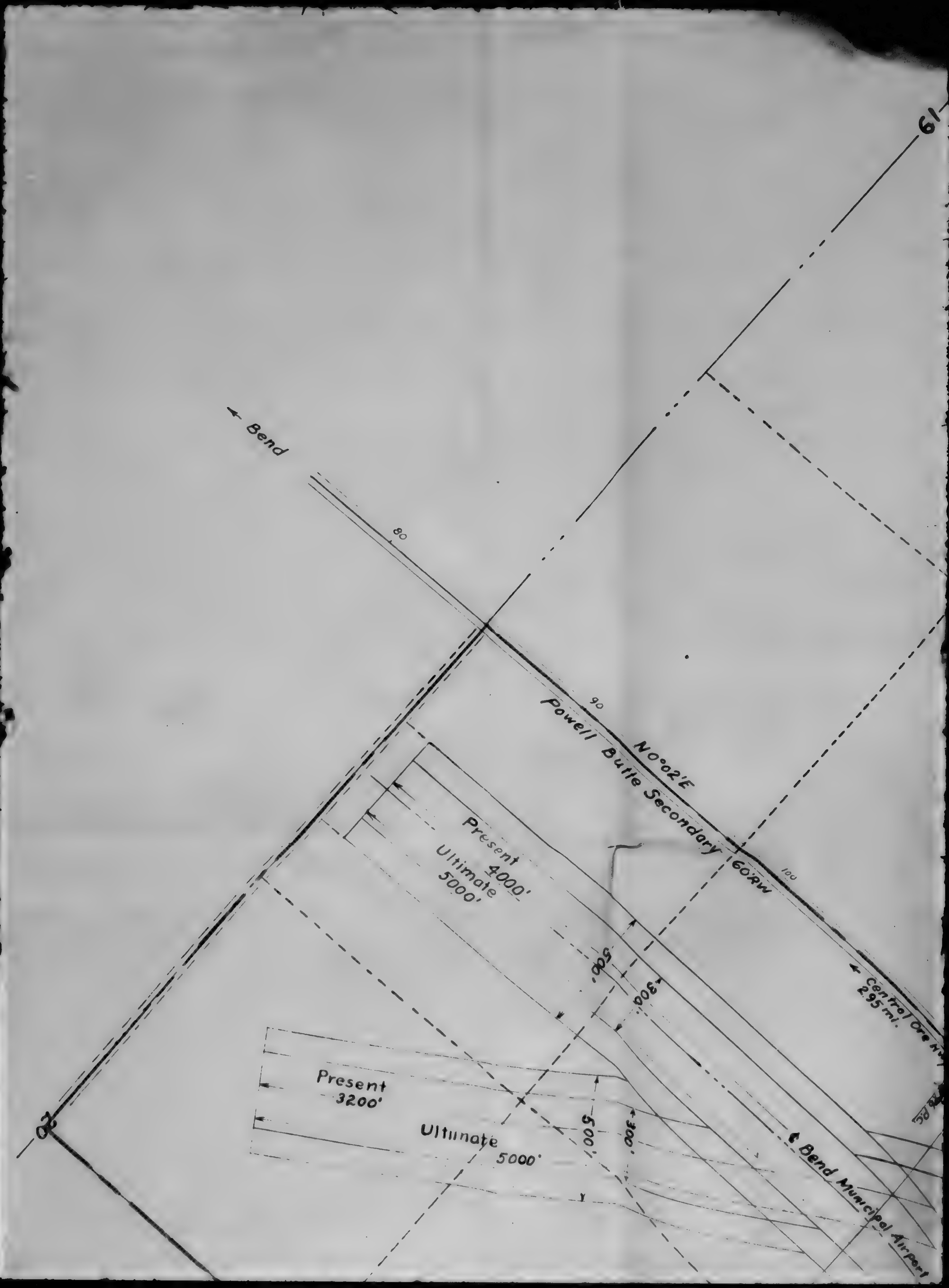
Oregon State Highway Commission
Bend Airport Section
Powell Butte Secondary, Deschutes Co.
Bearings True
Scale 1" = 400'
April

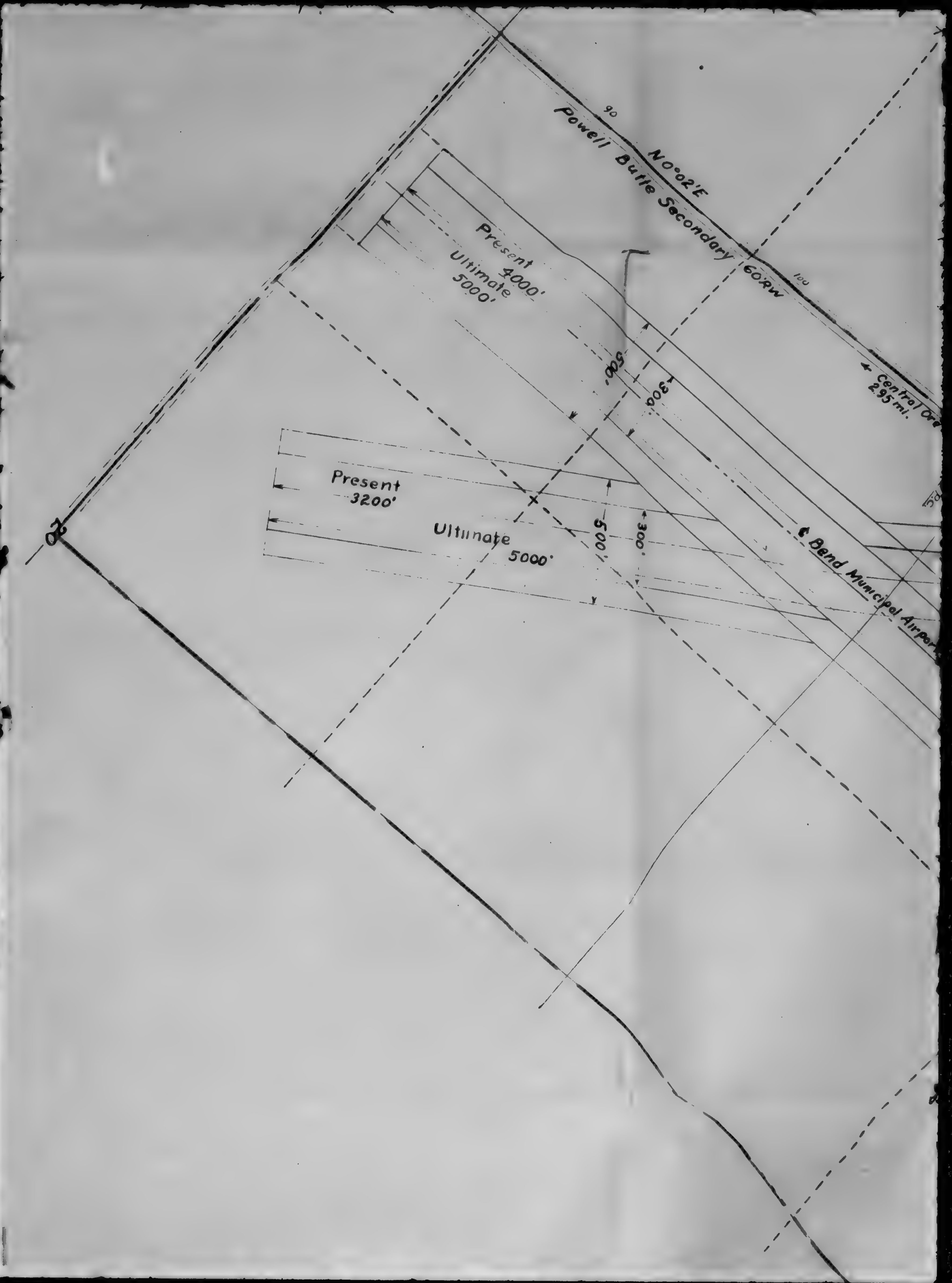

Powell Butte→
6°C
Δ: 2°16'
D: 0°30' C.R.
44+14.8 P.C.
48+68.1 P.T.

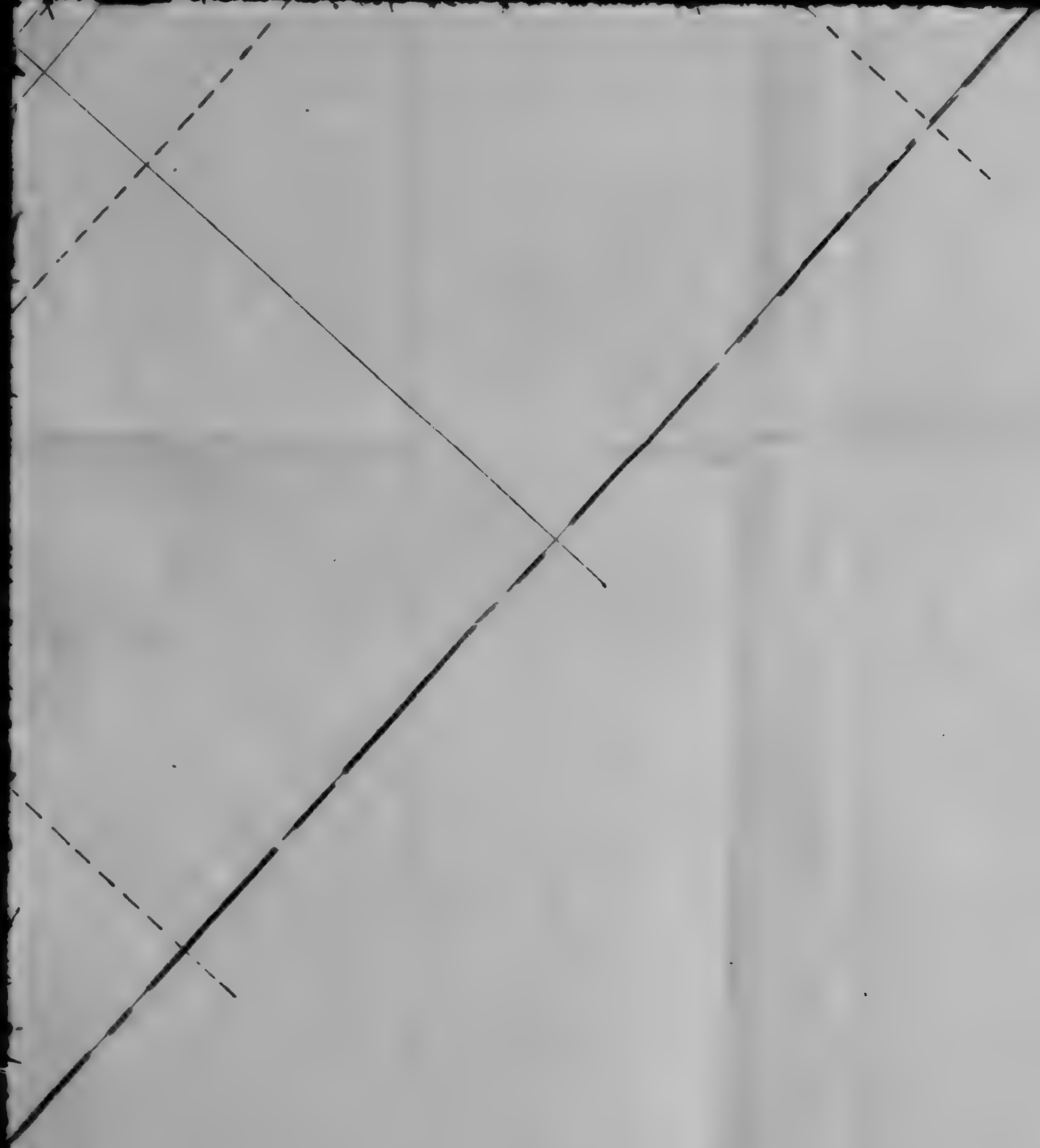
Oregon State Highway Commission
Bend Airport Section
Powell Butte Secondary, Deschutes Co.
Bearings True
Scale 1" = 400'

April 8, 1947

— - — Airport Boundary


61
← Bend
80
90
100
Powell Butte Secondary
N0°02'E
60'RW
Present
4000'
Ultimate
5000'
500'
300'
← Central Ore Hwy
2.95 mi.
Present
3200'
Ultimate
5000'
500'
300'
℄ Bend Municipal Airport


90
Powell Butte Secondary
N0°02'E
60' R/W
100
Present 4000'
Ultimate 5000'
500'
300'
← Central Ore
2.95 mi.
Present 3200'
Ultimate 5000'
500'
300'
℄ Bend Municipal Airport

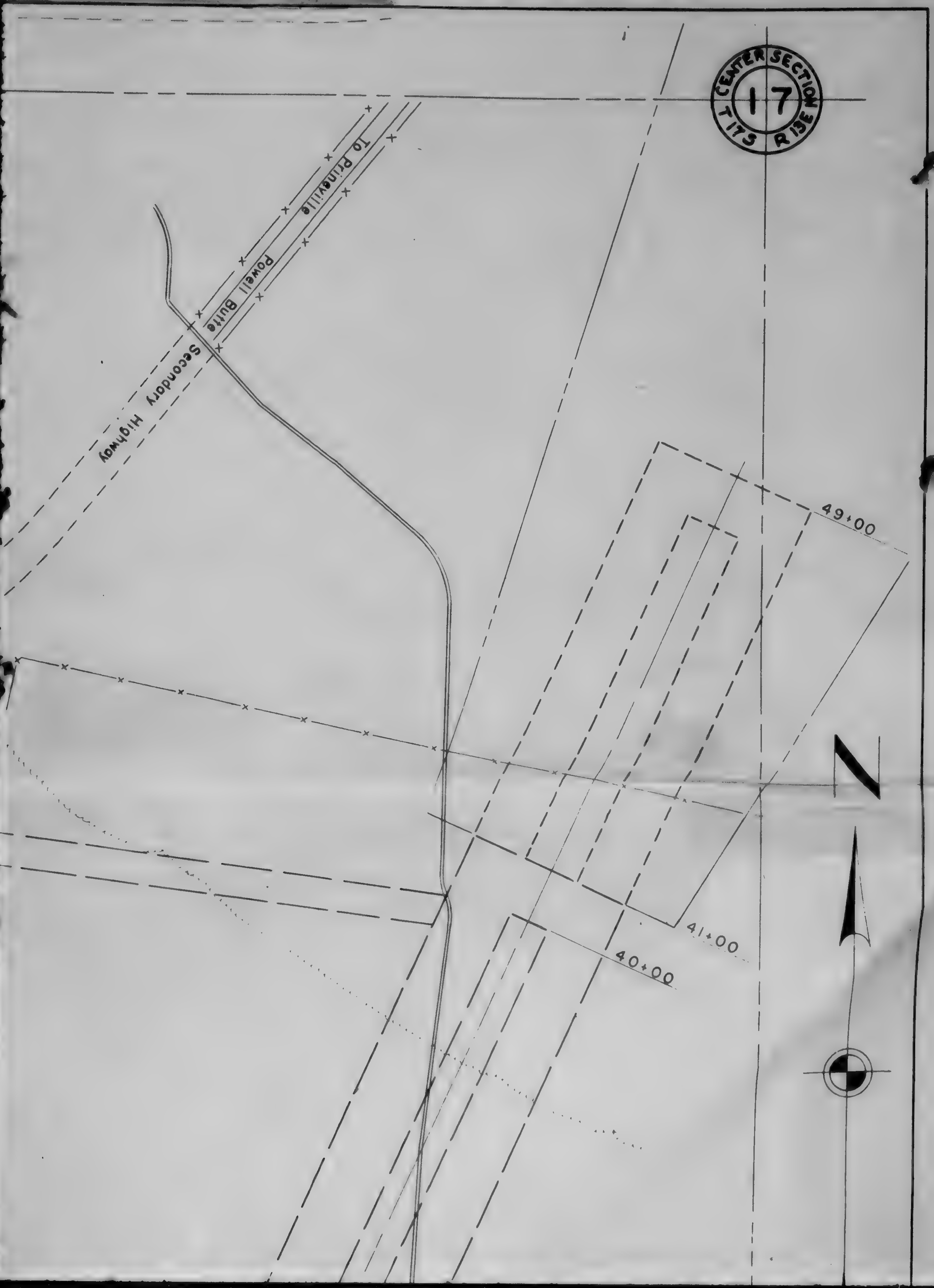


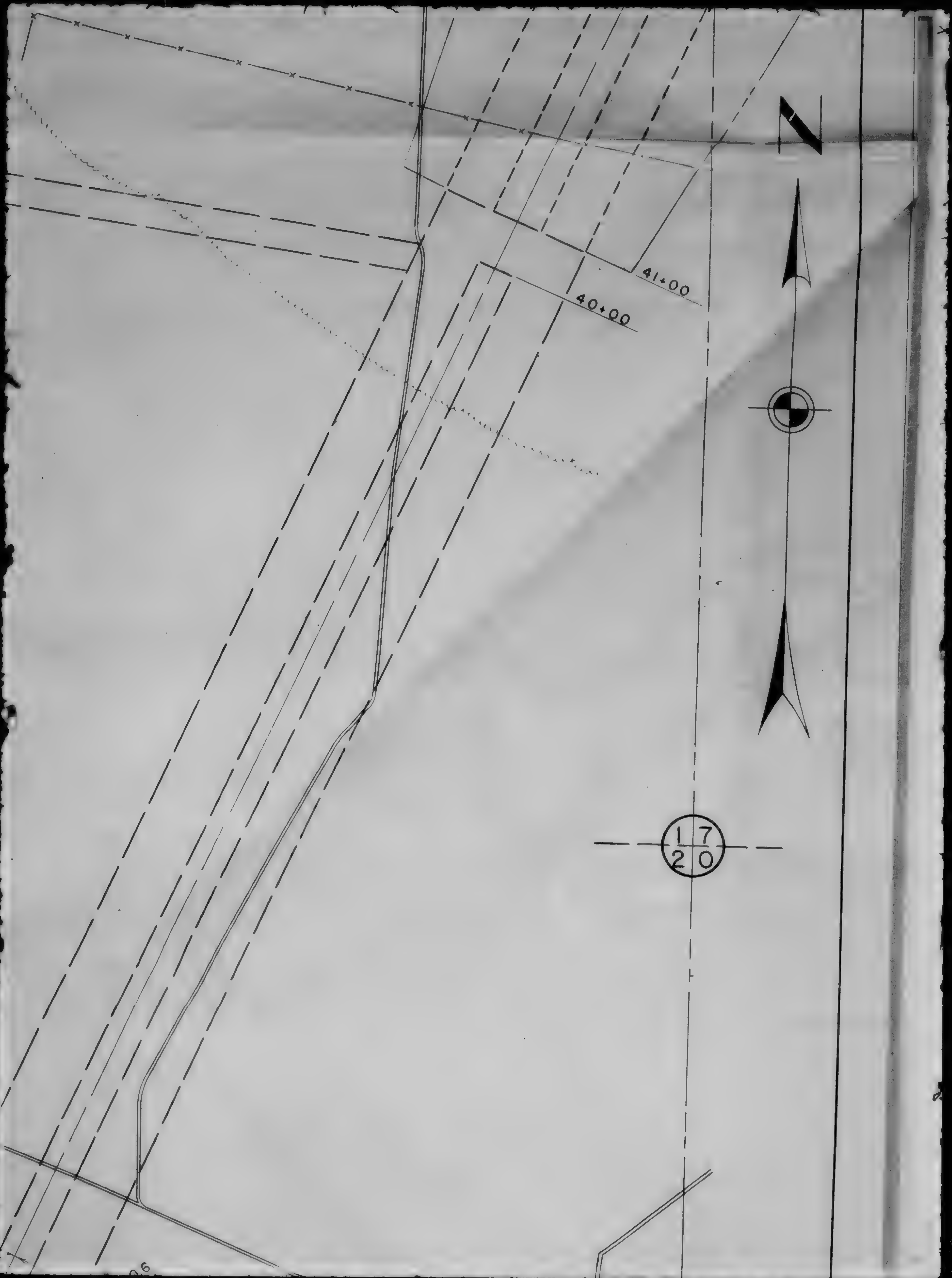
Oregon State Highway Commission
Bend Airport Section
Powell Butte Secondary, Deschutes C
Bearings True
Scale 1" = 400'

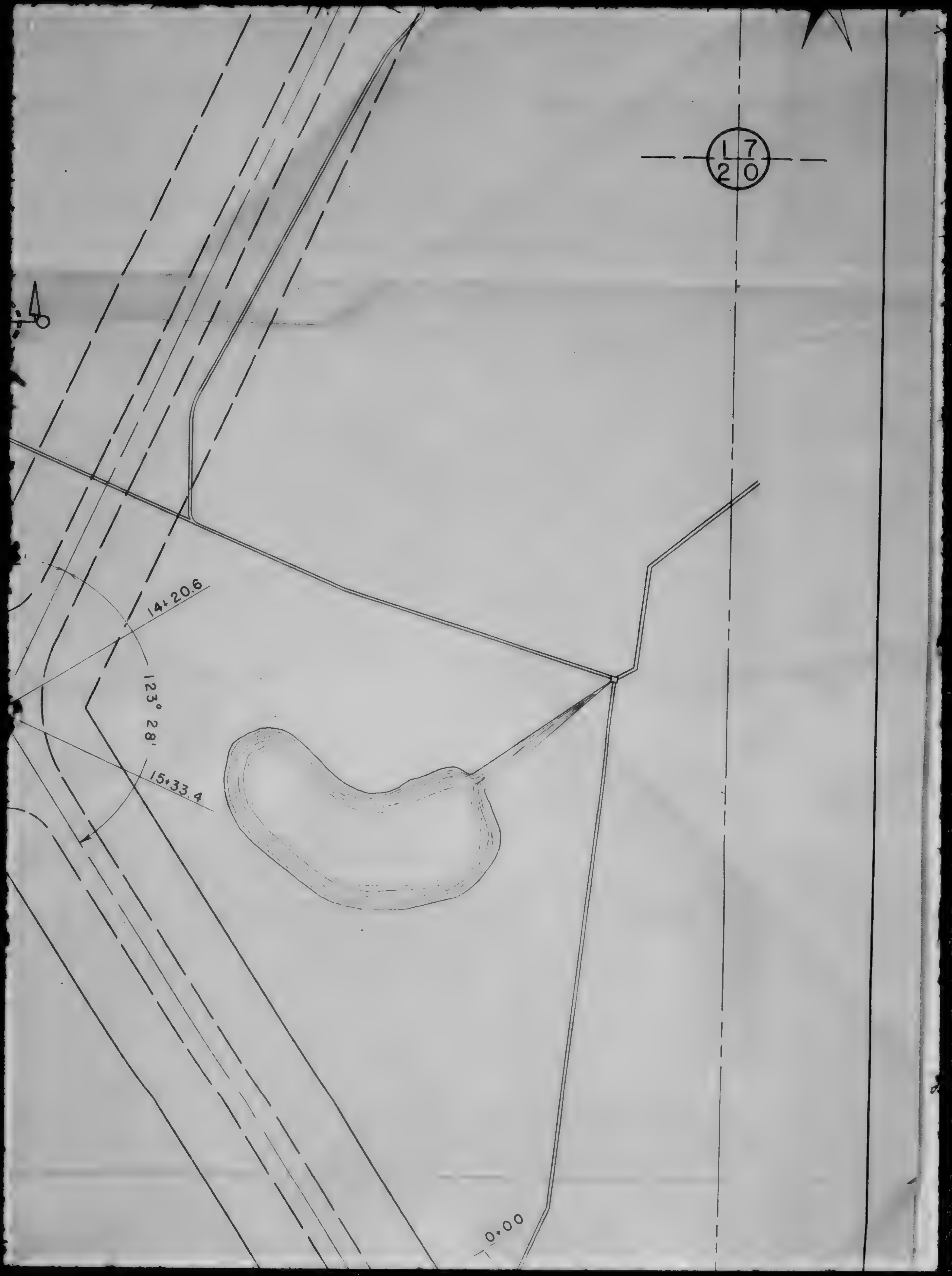
— - — Airport Boundary

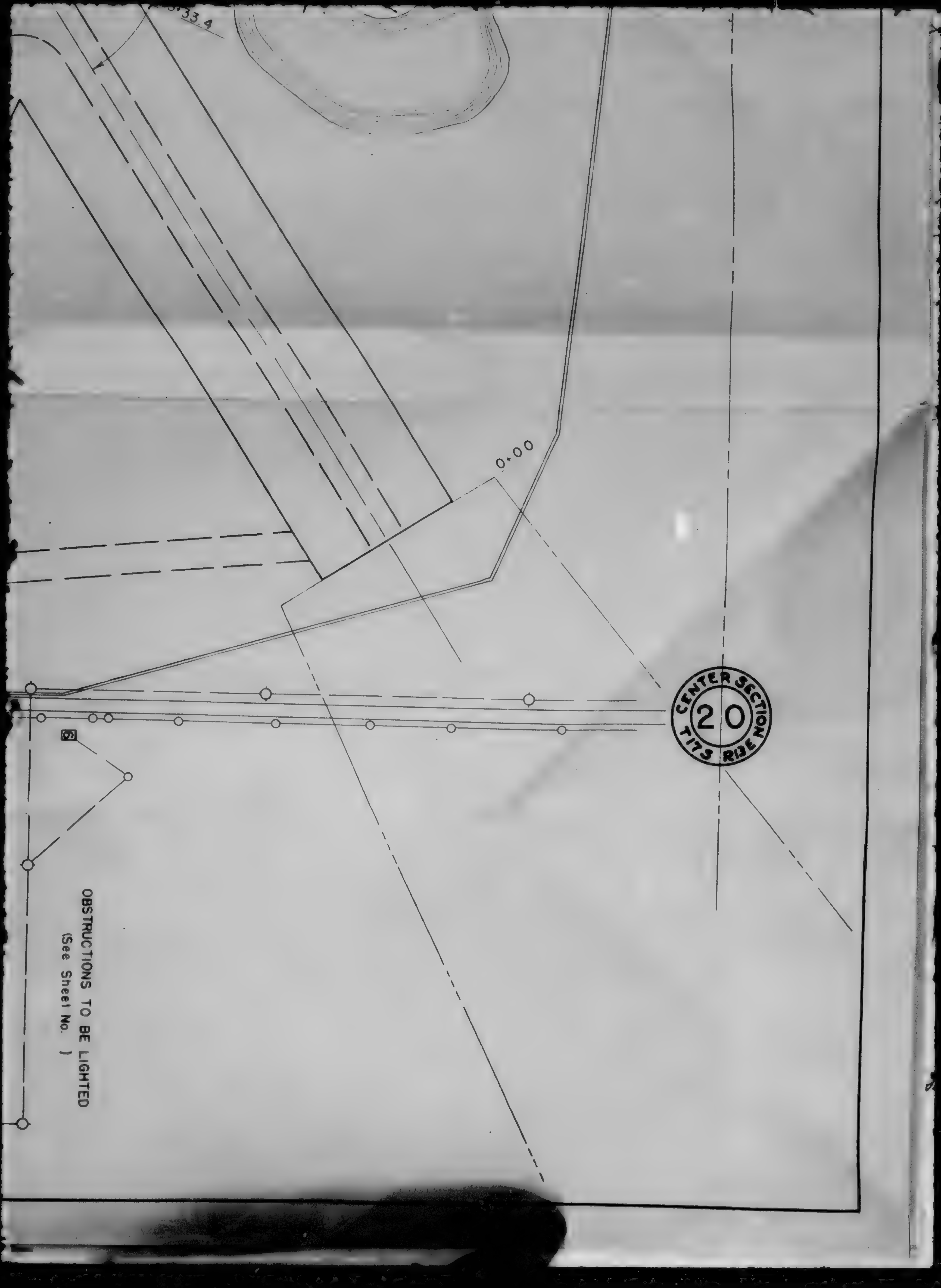
Oregon State Highway Commission
Bend Airport Section
Powell Butte Secondary, Deschutes Co.
Bearings True
Scale 1" = 400'
April 8, 1947

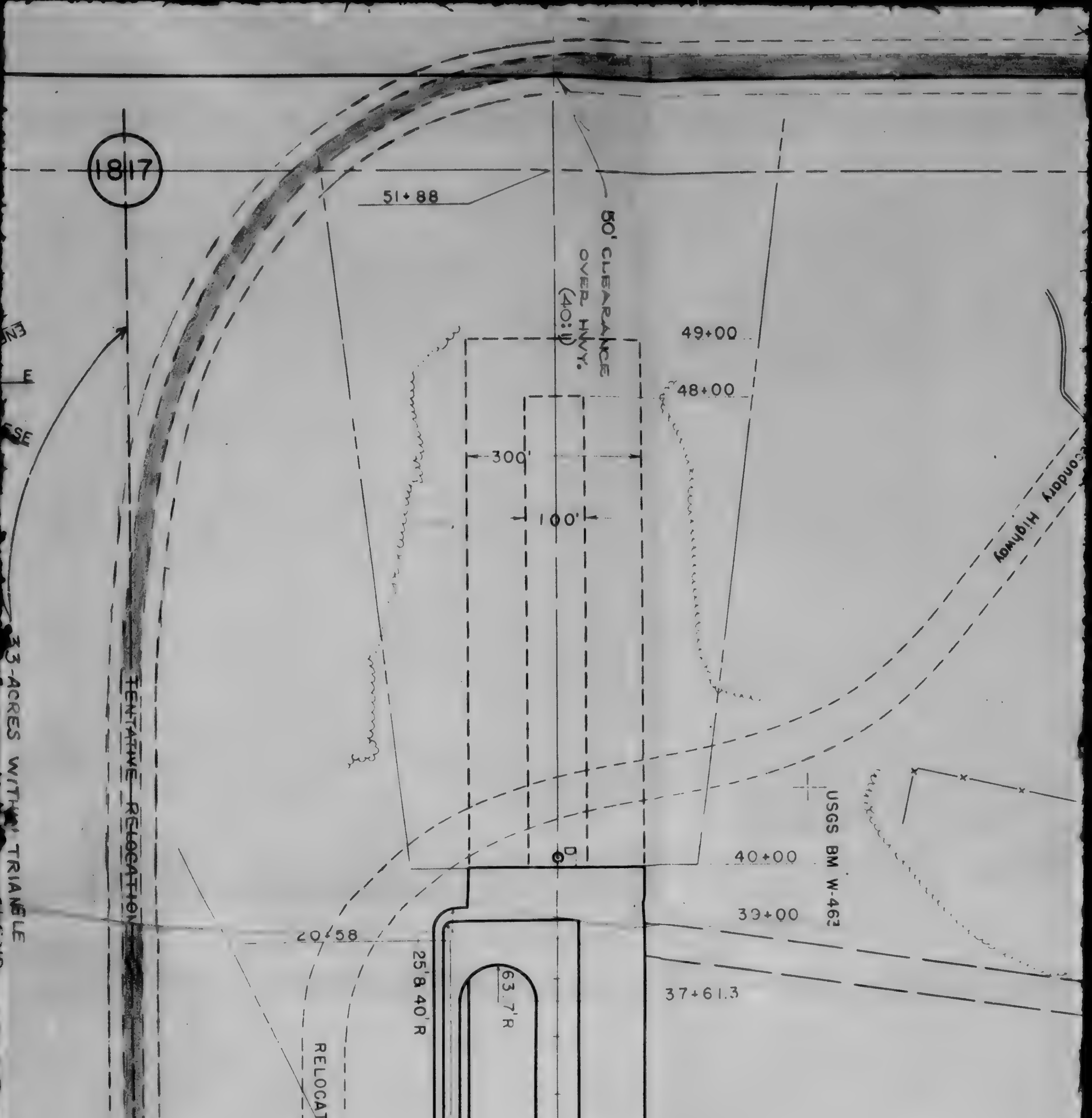
— - — Airport Boundary

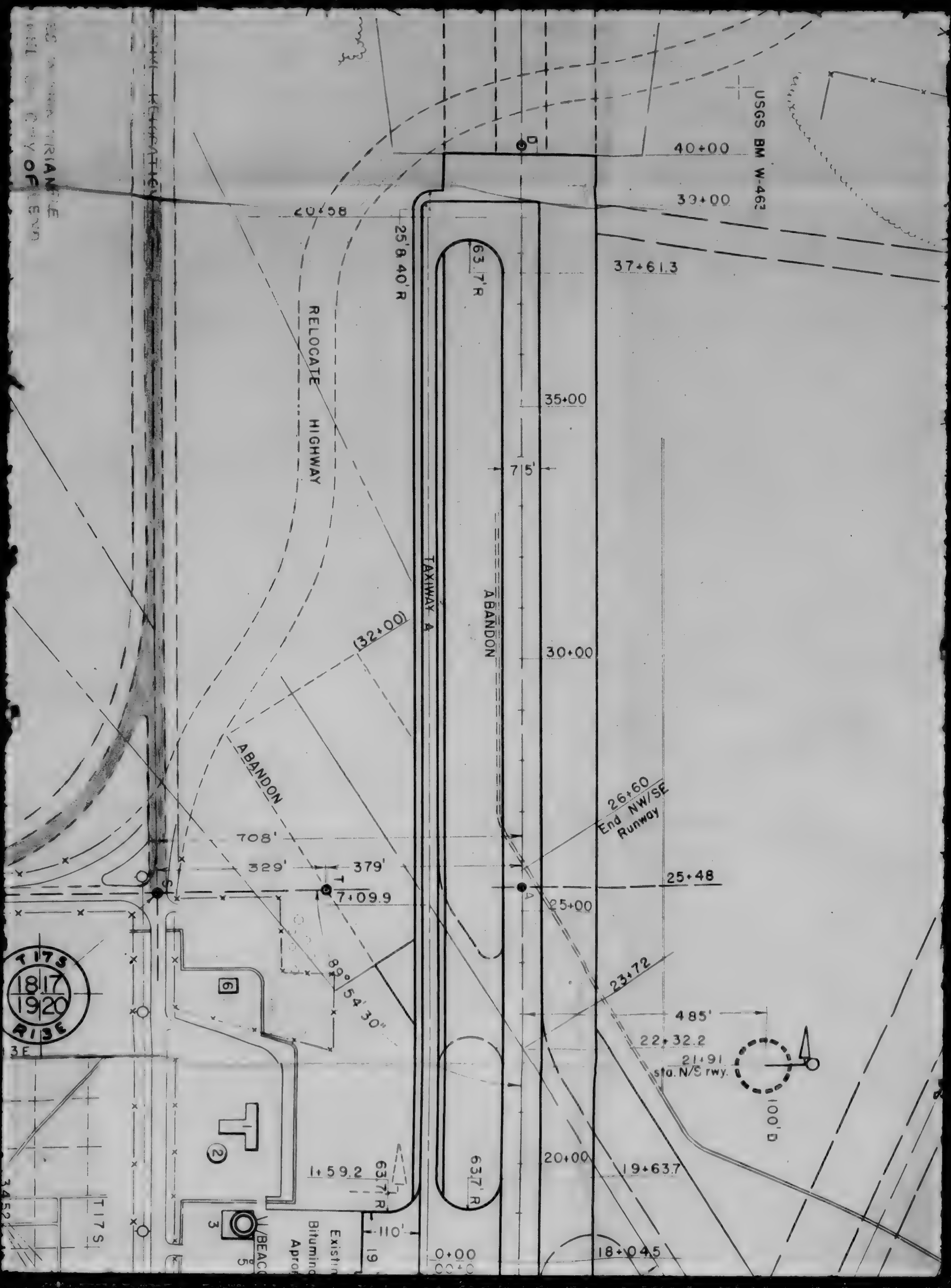

CENTER SECTION
17
T 17S R 13E
To Prineville
Powell Butte Secondary Highway
49+00
41+00
40+00
N

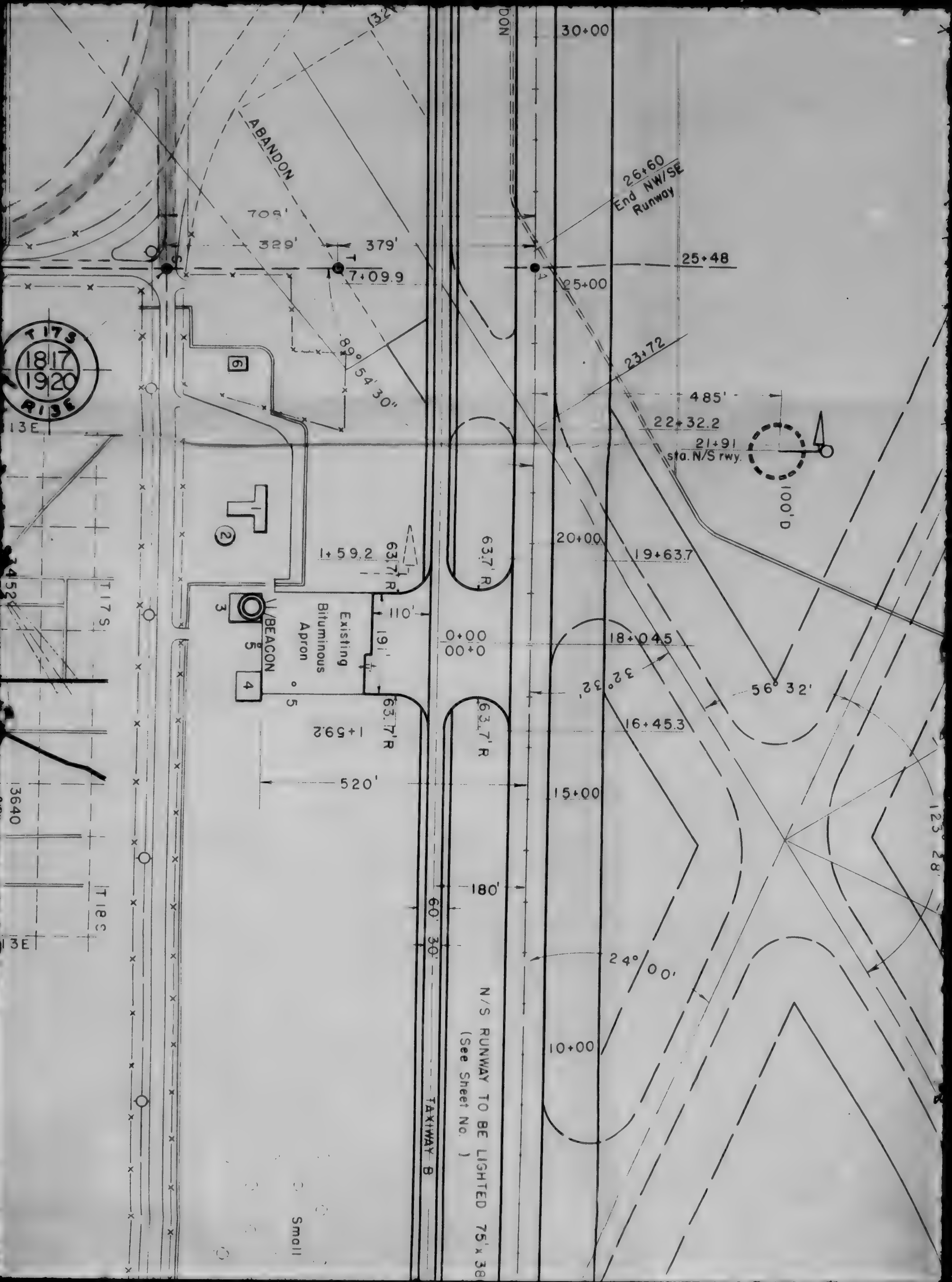

41+00
40+00
N
17
20
96

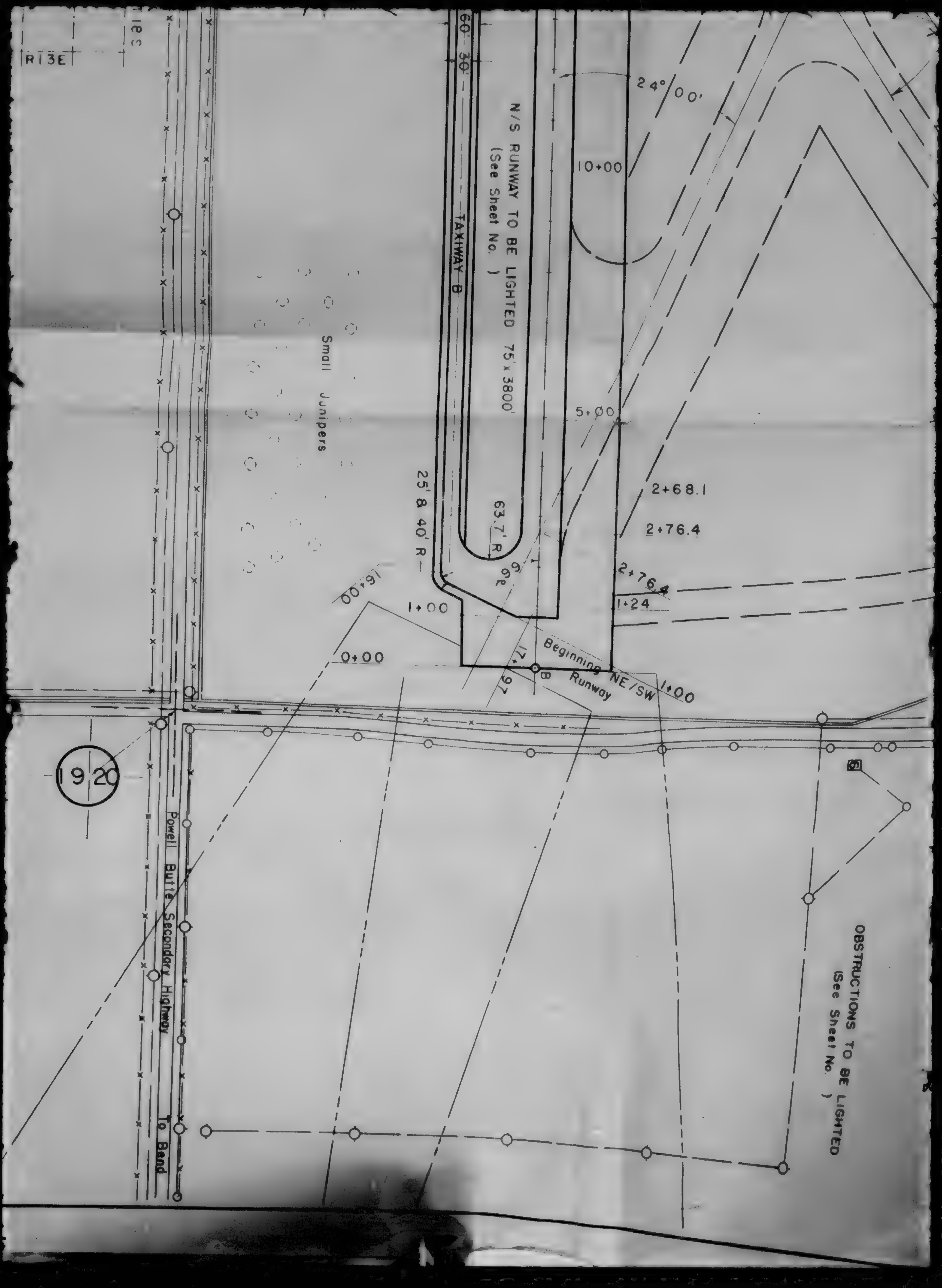

17
20
14+20.6
123° 28'
15+33.4
0+00

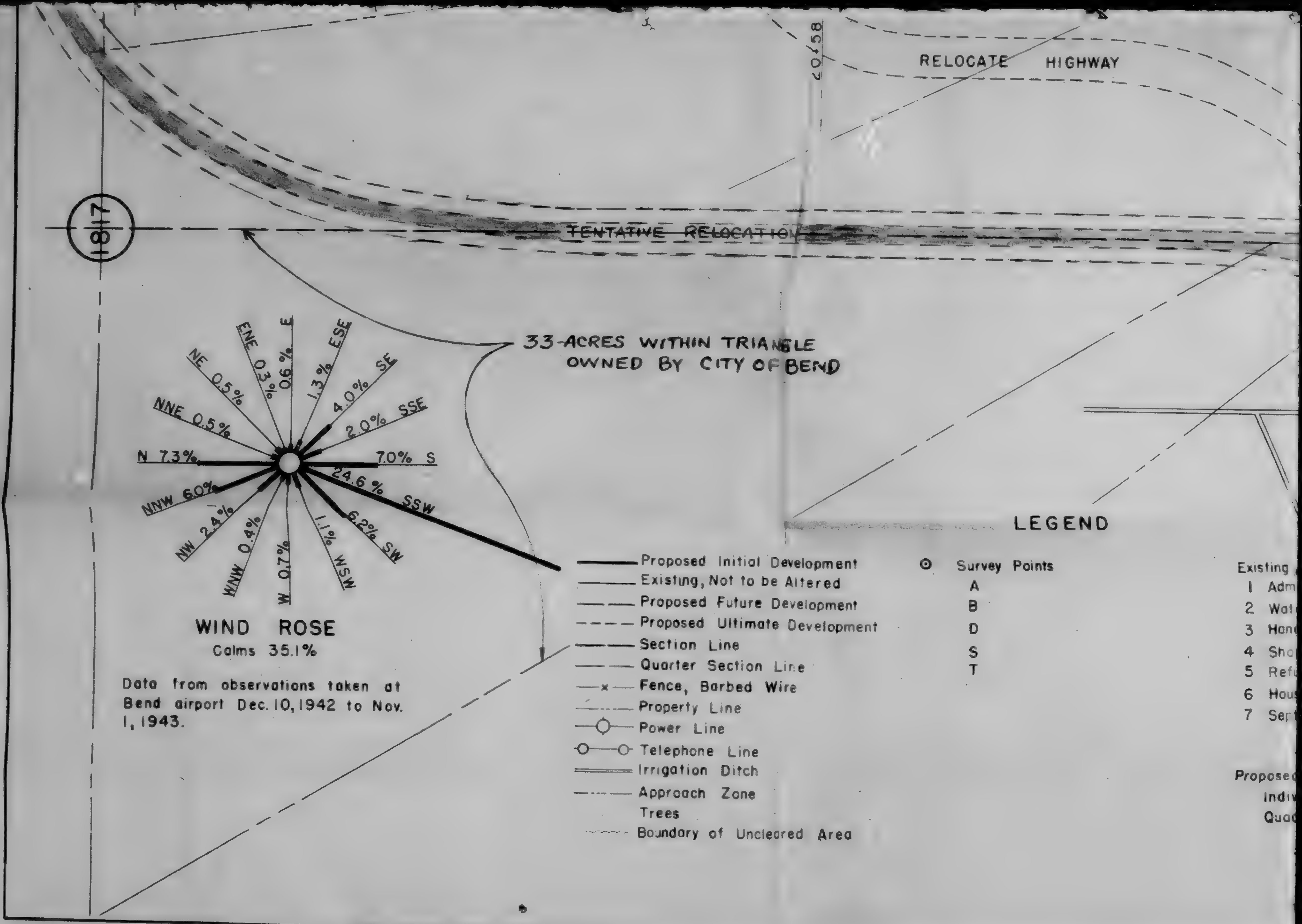

33.4
0+00
CENTER SECTION
20
T17S R13E
6
OBSTRUCTIONS TO BE LIGHTED
(See Sheet No.)

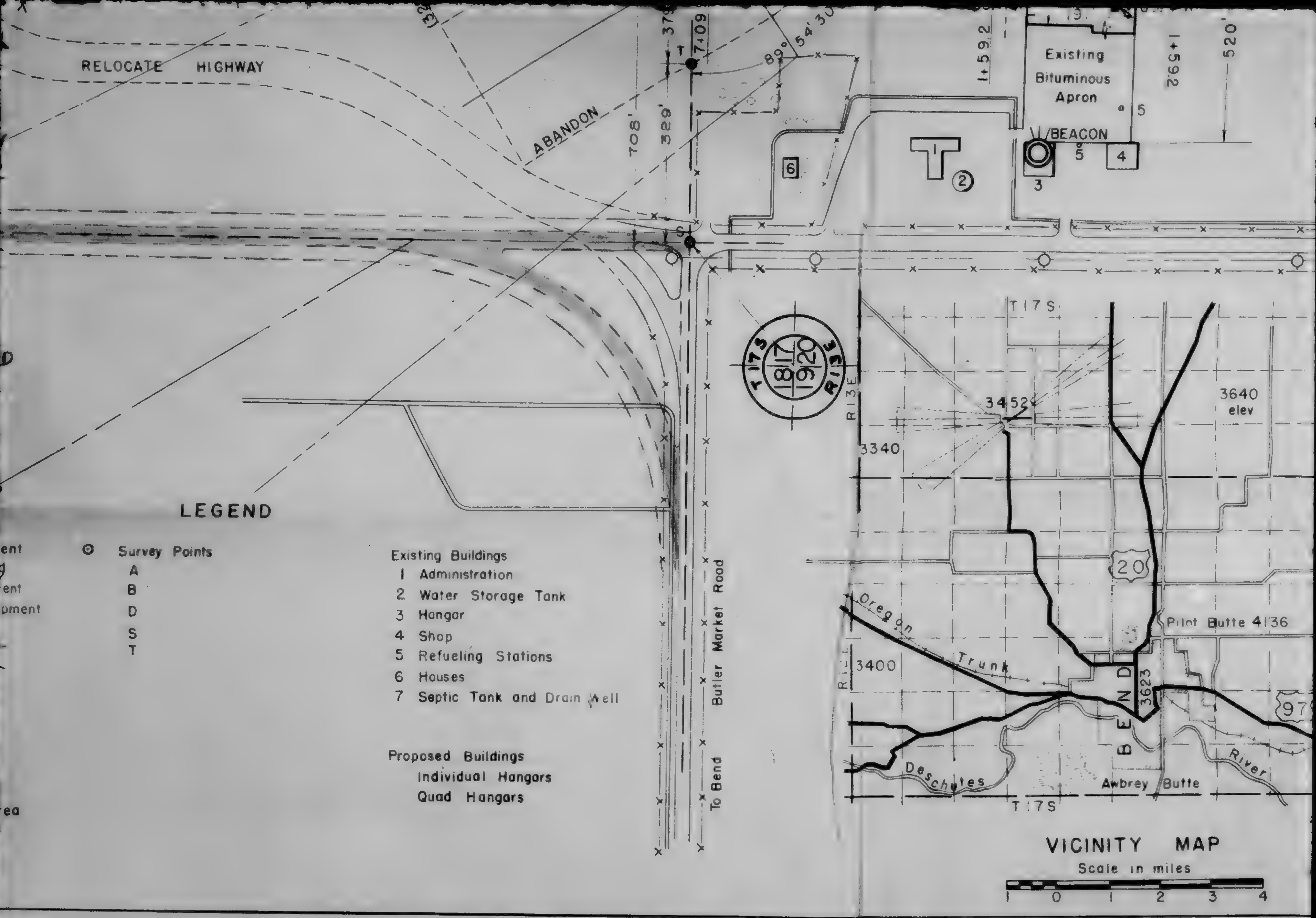

1817
51+88
50' CLEARANCE
OVER HWY.
(40:1)
49+00
48+00
300'
100'
Secondary Highway
USGS BM W-462
D
40+00
39+00
37+61.3
20+58
25' & 40' R
63.7' R
35+00
75'
30+00
(32+00)
TAXIWAY A
ABANDON
RELOCATE HIGHWAY
TENTATIVE RELOCATION
33-ACRES WITHIN TRIANGLE
E
SE

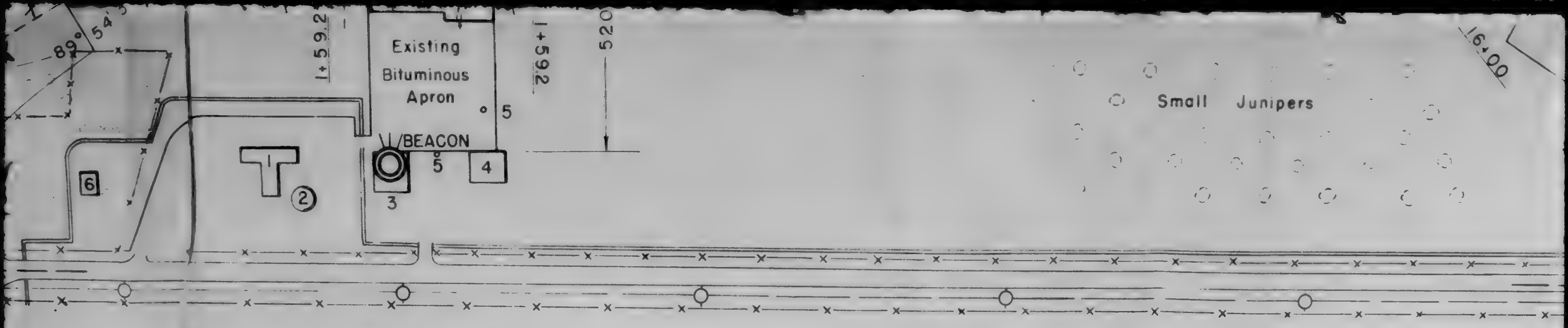

USGS BM W-462
D
40+00
39+00
20+58
25'8.40'R
63.7'R
37+61.3
RELOCATE HIGHWAY
35+00
75'
TAXIWAY A
ABANDON
30+00
(32+00)
ABANDON
26+60
End NW/SE Runway
708'
329'
379'
S
T
7+09.9
A
25+48
25+00
89°54'30"
6
23+72
485'
22+32.2
21+91
sta. N/S rwy.
100'D
T17S
18 17
19 20
R13E
13E
2
20+00
19+63.7
1+59.2
63.7'R
63.7'R
T17S
3
BEACO
5°
Existin
Bitumin
Apron
110'
19
0+00
18+04.5
3452

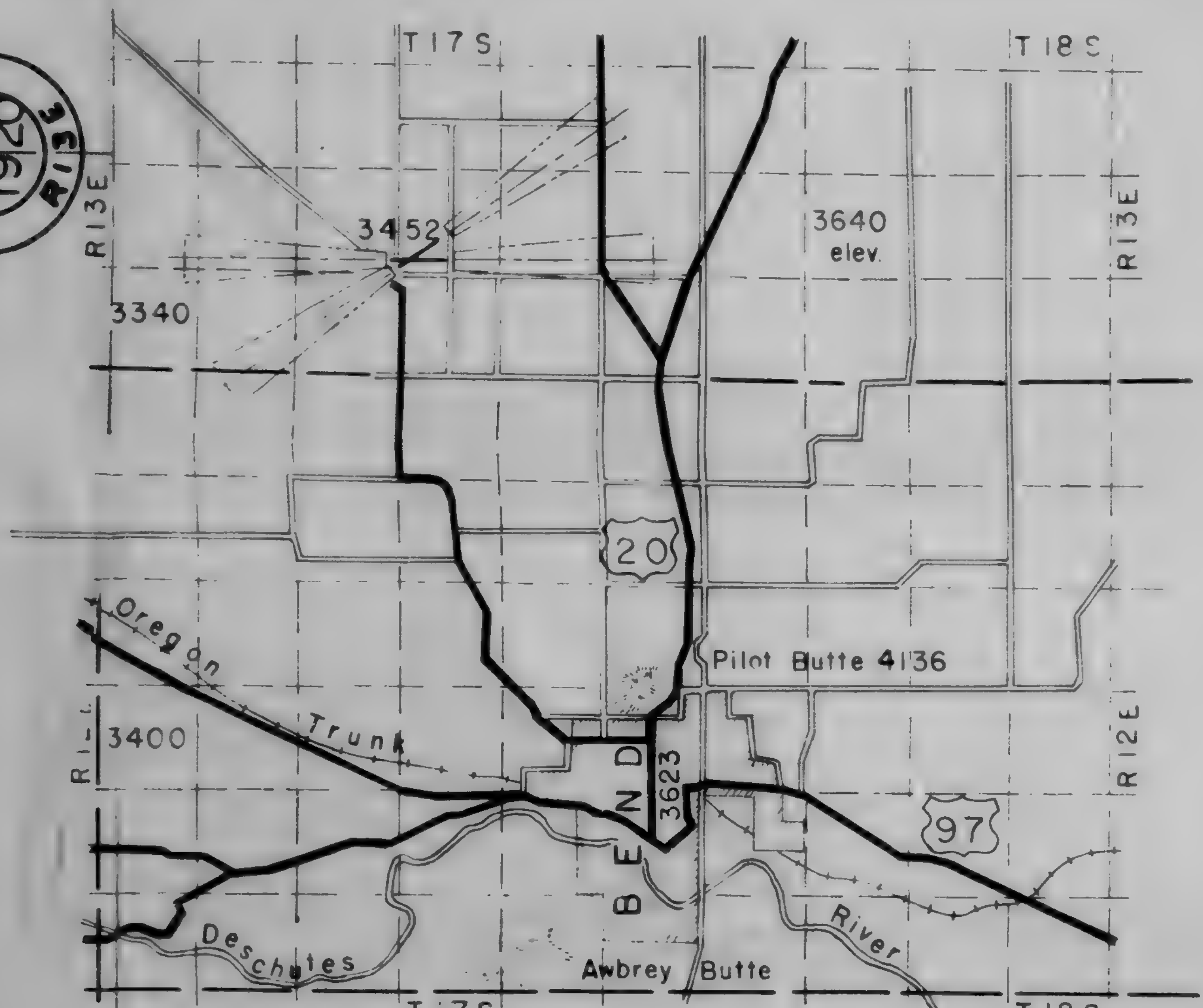

(32
DON
30+00
ABANDON
26+60
End NW/SE
Runway
708'
329'
379'
7+09.9
25+48
25+00
T17S
18 17
19 20
R13E
6
89° 54' 30"
23+72
485'
22+32.2
21+91
sta. N/S rwy.
100'D
13E
②
1+59.2
63.7'R
63.7'R
20+00
19+63.7
T17S
452
3
BEACON
5
Existing
Bituminous
Apron
110'
191'
0+00
00+0
18+04.5
32° 32'
56° 32'
4
5
1+59.2
63.7'R
63.7'R
16+45.3
520'
15+00
3640
180'
60'
30'
T18S
13E
24° 00'
123° 28'
10+00
N/S RUNWAY TO BE LIGHTED 75' x 38
(See Sheet No.)
TAXIWAY B
Small


R13E
18
60
30
N/S RUNWAY TO BE LIGHTED 75' x 3800'
(See Sheet No.)
TAXIWAY B
24° 00'
10+00
Small Junipers
5+00
2+68.1
2+76.4
25' & 40' R
63.7' R
99' ℄
2+76.4
1+24
16+00
1+00
0+00
17+97
B
Beginning NE/SW Runway
1+00
19 20
6
Powell Butte Secondary Highway
To Bend
OBSTRUCTIONS TO BE LIGHTED
(See Sheet No.)


RELOCATE HIGHWAY
20|58
18|17
TENTATIVE RELOCATION
33-ACRES WITHIN TRIANGLE
OWNED BY CITY OF BEND
N 7.3%
NNE 0.5%
NE 0.5%
ENE 0.3%
0.6% E
1.3% ESE
4.0% SE
2.0% SSE
7.0% S
24.6% SSW
6.2% SW
1.1% WSW
W 0.7%
WNW 0.4%
NW 2.4%
NNW 6.0%
WIND ROSE
Calms 35.1%
Data from observations taken at Bend airport Dec. 10, 1942 to Nov. 1, 1943.
LEGEND
Proposed Initial Development
Existing, Not to be Altered
Proposed Future Development
Proposed Ultimate Development
Section Line
Quarter Section Line
Fence, Barbed Wire
Property Line
Power Line
Telephone Line
Irrigation Ditch
Approach Zone
Trees
Boundary of Uncleared Area
Survey Points
A
B
D
S
T
Existing
1 Adm
2 Wat
3 Han
4 Sho
5 Ref
6 Hou
7 Sep
Propose
Indiv
Quad


RELOCATE HIGHWAY
ABANDON
708'
329'
379
7+09
T
S
89° 54' 30
(32
1+59.2
1+59.2
520'
Existing
Bituminous
Apron
5
BEACON
5
4
3
6
1
2
T17S
18 17
19 20
R13E
R13E
To Bend
Butler Market Road
LEGEND
ent
g
ent
pment
rea
Survey Points
A
B
D
S
T
Existing Buildings
1 Administration
2 Water Storage Tank
3 Hangar
4 Shop
5 Refueling Stations
6 Houses
7 Septic Tank and Drain Well
Proposed Buildings
Individual Hangars
Quad Hangars
T17S
3452
3640
elev.
3340
20
Pilot Butte 4136
Oregon
Trunk
3400
R1
BEND
3623
97
Deschutes
River
Awbrey Butte
T17S
VICINITY MAP
Scale in miles
1
0
1
2
3
4


89° 54'
1+59.2
Existing
Bituminous
Apron
5
1+592
520
BEACON
5
4
6
2
3
Small Junipers
16+00
To Bend
Butler Market Road


T17S
18 17
19 20
R13E
T17S
T18S
R13E
3452
3340
3640
elev.
20
Pilot Butte 4136
Oregon Trunk
3400
R1
R12E
BEND
3623
97
Deschutes River
Awbrey Butte
T17S
T18S

VICINITY MAP

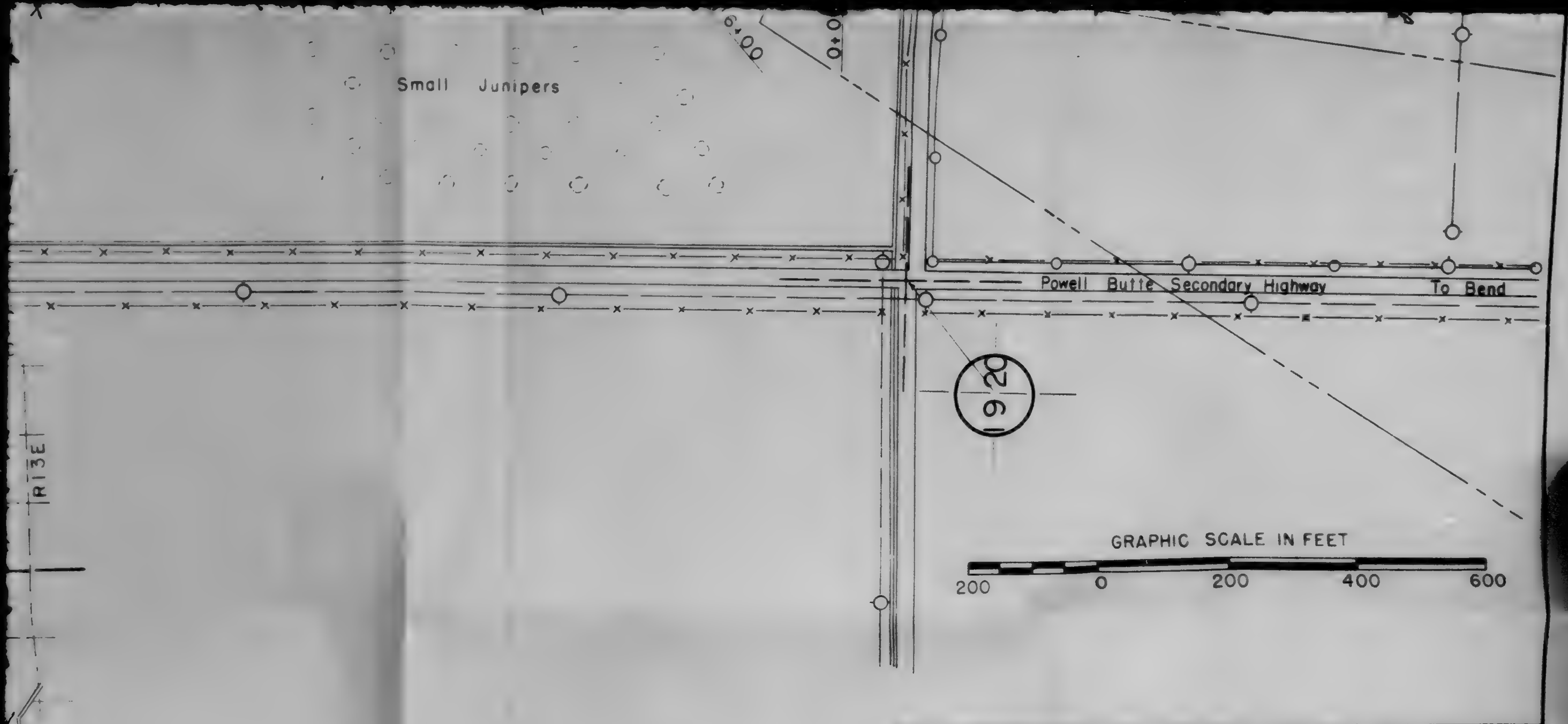
Scale in miles

0 1 2 3 4

CIVIL AERONAUTICS ADMINISTRAT

Approved ______ S
date Airports

Approved ______ Dist Ai
date En


Small Junipers
6+00
0+0
Powell Butte Secondary Highway
To Bend
19 20
R13E
R12E
18S
GRAPHIC SCALE IN FEET
200
0
200
400
600

CIVIL AERONAUTICS ADMINISTRATION

Approved ______ Supt
date ______ Airports Br

Approved ______ Dist Airp't
date ______ Engr

Drawn by F.T.
Traced by G.H.
Checked by ______
Asst Airp't Engr

Section 17,20
Township 17S
Range 13E

Scale 1" = 200'
Sheet No.
of

Drg. No. B-23

OREGON STATE BOARD OF AERONAUTICS
SALEM, OREGON

CAA NUMBER
OREG. PROJ. NO.

City BEND
County DESCHUTES

LAYOUT &
MASTER PLAN

Approved ______ Manager ______
Approved ______ Mayor ______

Submitted ______ Airp't Engr ______
Approved ______ Director ______
Approved ______ Chairman ______

F-141(12) Coos Bay (Fir Ave.-Ingersoll 1950
Ave.) Sec., Oregon Coast Hwy.
#3324 [redacted]

OREGON STATE HIGHWAY DEPARTMENT
(date)
April 30, 1953

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3324	20-final	COOS BAY DREDGING CO. INC.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
7796	R-65211	$ 9,223.42	4/30/53

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1951

Time Extensions: to Aug. 31, 1952 without penalty

Completion Date: Aug. 12, 1952

Date Accepted: Nov. 24, 1952

Penalties: None of record

Claims: None of record

Remarks:

Date: 5-1-53

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: MAY [illegible] 1953
a.a. Wicklander

Floyd Query
acting Secty.

NOTED ON CARD

RECEIVED
APR 10 1953
FOR FILING

F-141( )

3324

R

April 9, 1953

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

This is to advise you that a revised final payment will be released to the Coos Bay Dredging Co., Inc. for work performed on Contract No. 3324, covering the Coos Bay (Fir Ave.-Ingersoll Ave.) Section of the Oregon Coast Highway in Coos County.

The revised final payment is in the amount of $9,223.42 and will be released to the contractor immediately. The revised total contract amount is $260,051.02, of which amount $786.06 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as the surety on the performance bond furnished by the contractor on this project.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query, Acting Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Washington

NOTED ON CARD

4-9-53

APPROVED FOR FILING

LAW OFFICES OF
McKEOWN, NEWHOUSE & JOHANSEN
AMERICAN BUILDING
COOS BAY, OREGON

JOSEPH McKEOWN
ANDREW J. NEWHOUSE
WALLACE A. JOHANSEN

F-141(2)

3334

March 18, 1953

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Department,
Salem, Oregon.

Attention: Mr. W. C. Williams
Assistant Engineer

Dear Mr. Williams:

I have your letter of March 3rd, together with enclosures.

Enclosed please find five copies of Price Agreement, executed by Coos Bay Dredging Company by Jack McLeod, its President.

We have retained one copy for our file.

W. C. WILLIAMS

Thanking you, we remain,

Very truly yours,

Joseph McKeown

Joseph McKeown
G
Enclosures

RECEIVED
MAR 19 1953
STATE HIGHWAY ENGINEER

[illegible]
[illegible]
[illegible]
with Price Agreement

EIVED
1953
FOR FILING

F 141 (12)

3324

2045

March 3, 1953

Mr. Joseph McKeown, Attorney
McKeown, Newhouse & Johansen
American Building
Coos Bay, Oregon

Dear Sir:

In accordance with your letter of February 27, I am submitting herewith a price agreement to effect a settlement with the Coos Bay Dredging Company on Contract No. 3324, Fir Avenue-Ingersoll Avenue (Coos Bay) Section.

If you will have Mr. McLeod sign this agreement and then return it to us, we will place it in line for payment.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

Enclosure

cc Mr. H. G. Smith

HGS lg

No. [illegible]
By [illegible]

ASSIGNMENT

March 2, 1953

Description: **Letter of February 27 by Joseph McKeown of Coos Bay re adjustments claimed by the Coos Bay Dredging Company in connection with their contract (No. 3324) on the Fir Avenue-Ingersoll Avenue Project**

Acknowledged by _ _ _ _ _ Referred to _ _ _ **Smith** ✓ _ _ _ _ _ _ _ _ _

Investigate and report with recommendation

xx ~~Investigation~~, such action as necessary and report

Comment or recommendation

Return with rough draft of reply

Please prepare for _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ _ signature

Assignment executed 3-3-53 Report received _ _ _ _ _ _ _

Remarks:

LAW OFFICES OF
MCKEOWN, NEWHOUSE & JOHANSEN
AMERICAN BUILDING
COOS BAY, OREGON

JOSEPH MCKEOWN
ANDREW J. NEWHOUSE
WALLACE A. JOHANSEN

February 27, 1953

Oregon State Highway Department,
Salem, Oregon.

Attention: Mr. W. C. Williams,
Assistant State Highway Engineer.

Re: Coos Bay Dredging Company,
Contract No. 3324,
Fir Avenue-Ingersoll Avenue Project.

NOTED
W. C. WILLIAMS

Dear Mr. Williams:

Your letter of February 9th relative to certain adjustments claimed by Coos Bay Dredging Company has been referred to us for answering.

I have gone over your letter with Mr. McLeod, and also have gone over their original claim.

As to Items 1 and 2, there is no question but that Coos Bay Dredging Company incurred the costs therein itemized. However, I recognize that it might be claimed to be within the bid made, and they might have difficulty showing that it was outside the bid, although they actually feel it was.

It is my understanding you are willing to compromise the matter by allowing Items 3, 4, 5 and 6, which I compute to be in the total sum of $1,488.98.

Mr. McLeod advises he appreciates the fair treatment given him in the past by the Highway Commission, and the above suggested compromise is agreeable to him. Therefore, if you will prepare whatever is necessary, we will complete the matter as above outlined.

Thanking you, we remain,

Very truly yours,

Joseph McKeown

Joseph McKeown
G
cc. to Coos Bay Dredging Company

RECEIVED
FOR FILING

F 1-11(4)

3820

February 9, 1953

Coos Bay Dredging Company, Inc.
P. O. Box 217
Coos Bay, Oregon

Attention: Mr. Jack McLeod

Gentlemen:

This is in answer to your letter of October 17 addressed to the Oregon State Highway Commission and your letter of January 26 addressed to the Oregon State Highway Commission, attention of Mr. Ed Clymer, in regard to your claim in the amount of $5,244.16 due to delays and changes in plans on Contract No. 3324, Fir Avenue-Ingersoll Avenue project.

Both Mr. Edwards and Mr. Clymer have endeavored to analyze the claim and discussed it with you and Mr. Gall, but no one can reconcile your Claim No. 1 - Structural Excavation, nor Claim No. 2 - Removal of Curbs, Walks, etc.

There were only 45 cubic yards of structural excavation on the job, which is equivalent to $36.72 per cubic yard. You show a great deal of heavy equipment being used on this excavation, but no one can remember how or where this equipment was used.

On Claim No. 2 you also show a great deal of heavy equipment, and our studies indicate that there was nothing about the removal of curbs, walks, etc. that differed materially from the bid setup.

Item No. 3 - Additional Cost of Purchasing 3/4" - 0" from Rogers and Kuni - 1,073 cubic yards at an additional cost of $0.50 per cubic yard, or $536.50, has some slight justification, although you used your own judgment in disposing of your stockpiled material. However, we did make an extra allowance to get the pavement finished and are not disposed to quibble over this item, if it is the only difference in effecting a settlement.

Items Nos. 4, 5 and 6, being additional expense due to shutdowns, appear to be of some merit and could be allowed to effect a settlement.

In summation I would say that we must deny Items Nos. 1 and 2 unless you can present a more logical explanation of the reason for the claims, exactly where the expense was incurred, and, in short, everything to allow us to analyze the claims, as at present we are at a complete loss to even make a start in understanding them. Mr. Clymer has had a great deal of experience in analyzing contractors' claims, but he reports he can see no factual basis for them whatsoever.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

HGS me

cc Mr. H. G. Smith
Mr. Tom Edwards

FORM E-30X 25M 4-52 86808

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
February 3rd, 1953

SUBJECT: Claim from Jack McLeod on Coos Bay (Fir Avenue-Ingersoll Avenue), Contract #3324

To: Mr. H. G. Smith
Construction Engineer
Office

Dear Sir:

I analyzed this claim and discussed it with Jack McLeod and his superintendent. They have rewritten the claim to clarify some items and reduced rental rates, which reduced the amount of the claim from $5,244.16 to $3,879.30, but there are still two items which I cannot verify.

Referring to their revised claim:

Item 1 - Structural Excavation.

The contractor shows a cost of $1,655.68 for 45 cubic yards of structural excavation moved between April 10th, and October 10th, 1951, which is equivalent to $36.72 per cubic yard. Their bid price was $1.75 per cubic yard. Apparently part of this cost belongs on some other items of work.

Item 2 - Removal of Walks, Curbs Etc.

The contractor shows a cost of $2,498.41 for removal of curbs, walks etc. and an earning on these items of only $1,684.05 during the period from April 10th, 1951 to October 10th, 1951.

The records show that the contractor worked on 15 items of construction and earned $12,062.15 during the period from April 10th, 1951 to October 10th, 1951. Their labor cost was $3,371.94, and their total cost was about $9,635.00, so they realised a profit of about $2,427.00, or 20%.

On their claim, Item 1 - Structural Excavation, and Item 2 - Removal of Walks, Curbs Etc. the request for additional compensation cannot be justified.

Item 3 - Additional Cost in Purchasing 3/4" - 0" Surfacing Material from Rogers and Kuni:

1,073 Cu. Yds. at $0.50 $536.50

The contractor may have a claim on this item, as he had the material on hand during the summer and then due to delays while waiting for fill to settle and the railroad company to get out of his way, decided that he would not surface until the following spring, so he used the material on other work. The fall weather was good and in October the grade was finished and ready for surfacing, and he was requested to put on the surfacing. He did not have surfacing material on hand and could not get railroad cars immediately to ship crushed gravel in from Powers, which would have cost about $2.75 per cubic yard. In order to expedite the work, he purchased the rock from Rogers and Kuni for $3.25 per cubic yard, or $0.50 more per cubic yard than it would have cost if he could have waited until railroad cars were available.

Item 4 - Additional Moving Costs Due to Many Shutdows:	$358.17
Item 5 - Grader Rental Leaving and Returning to Job Site:	42.00
Total	$400.17

The contractor states that all this equipment was on the job and was moved out, as the job was stopped due to settlement in fill and controversy amont the State, the U. S. Army Engineers and the Southern Pacific Railroad Company.

The contractor probably has some claim for moving equipment on and off the project, as the history of the project indicates an abnormal amount of delays caused by being held up by the U. S. Army Engineers, settlement of fill on mud bottom at edge of bay, the Southern Pacific Railroad and the utility companies. This contract was bid April 24th, 1950, awarded May 26th, 1950, work was started May 25th, 1950, and was completed August 26th, 1952; almost two and one-half years (three summers) were required to finish the job, which could have been finished in about seven months, or the fall of 1950, if the contractor had not been held up.

Item 6 - Additional Expenses on Fill Job as per Attached Detailed Sheet: $552.29

The contractor may have a claim on this item, as there was an insufficient quantity of material in the excavation to make the fills due to settlement on mud bottom along the bay. Borrow material was not immediately available, causing some lost time, and, after work was well under way, the Army Engineers objected to filling over bulkhead, and work was stopped in the fall and again in the spring, causing considerable lost time.

SUMMARY

The contractor probably has a just claim on the following items and amounts:

Item 3	$ 536.50
Item 4	358.17
Item 5	42.00
Item 6	552.29
	$1,488.96

Very truly yours,

E H Clymer
E. H. Clymer
Chief Cost Analyst

EHC:AR

TELEPHONE 1401

COOS BAY DREDGING COMPANY
JACK McLEOD, PRESIDENT
GENERAL CONTRACTORS

READYMIX CONCRETE
COOS BAY, OREGON

January 26, 1953

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Ed Clymer

Dear Mr. Clymer:

Attached you will find a revised claim on Contract #3324.

We are in receipt of the final estimate on this Contract and your release for our signature. Should this release be executed before the claim is settled?

Thanking you kindly, we remain

Yours very truly,

COOS BAY DREDGING COMPANY

BY Jack McLeod

JM:db

Coos Bay - Fir Avenue Project - Contract #3324
Rental & Labor involved to complete the following items - costly due to the many shutdowns and changes of plans.

1 Structural Excavation - Cost of completing in 1951:

Grader Rental		29 hrs.	@ 7.62	$ 220.98	
D8 Cat & Carryall		4½ "	" 19.56	88.02	
Koehring Shovel		7 "	" 12.00	84.00	
D8 Cat & Dozer		4 "	" 14.68	58.72	
Loader		16 "	" 7.47	119.52	
Unit Crane		15 "	" 14.00	210.00	
Labor involved	824.94				
Insurance	49.50			874.44	
				1,655.68	
4/10/51 -9/10/51		Less State Est.		79.72	$1,575.96

2 Removal of Walks, Curbs, Etc.:

D8 Cat & Dozer		3 hrs	@ 14.68	44.04	
D4 Cat & Dozer		23½ "	" 7.43	174.61	
Loader		29½ "	" 7.47	220.37	
5-yd Truck		17½ "	" 6.25	109.38	
Koehring Shovel		16 "	" 12.00	192.00	
Compressor		18 "	" 3.66	65.88	
Unit Crane		33 "	" 14.00	462.00	
Labor	1160.50				
Insurance	69.63			1,320.13	
				2,498.41	
4/10/51 - 9/10/51		Less State Est.		1,684.05	814.36

Additional cost in purchasing 3/4"-0" material from Rogers & Kuni:		
1073 Cu. Yds.	@ .50	536.50
4 Additional Moving Costs Due to the many shut-downs:		358.19
Grader Rental leaving & Returning to jobsite:		42.00
Expenses on Fill Job as per attached detailed sheet:		552.29 ✓
		3,879.30

EXHIBIT "A" # 1

Moving Equipment back to job to complete grading, curbs. etc. All this equipment was on job and was moved out as job was stopped by the State due to settlement of Fill and controversy between State and Southern Pacific on the Railroad line.

Carryall to job	4/16/52	$7.80	
Carryall from job	5/23/52	7.39	
D8 & Dozer to job	4/16/51	16.16	
" " From "	9/6 /51	16.15	
Koehring & Dragline	4/11/51	16.16)	
		5.28)	
" & Dragline from job	5/ 5/51	16.15	
Koehring to Job	5/14/51	84.91	
" From Job	5/31/51	45.54	
Mobile to Job	5/31/51	11.52	
" from job	6/19/51	15.68	
Mobile to Job	6/22/51	15.68	
" from "	7/11/51	4.89	
Mobile to Job	10/ 3/51	20.02	
" from "	11/ 6/51	20.02	
D4 Cat to Job	5/21/51	7.47	
" " from "	6/20/51	7.47	
Roller to Job	10/5/51	26.78	
" from "	11/12/51	13.12	$358.19
Grader to Job	4/21/51	7.00	
" from "	4/27/51	7.00	
Grader to Job	6/ 8/51	7.00	
" from "	6/11/51	7.00	
Grader to Job	10/5/51	7.00	
" from Job	10/28/51	7.00	42.00

Coos Bay - Fir Avenue Project - Contract #3324
Fill on Front Street.

On July 5th, 1950, State ran out of dirt for fill; a D8 cat was held on job for six days waiting for State to locate additional dirt. As they couldn't come to any decision, we moved cat out.

Rental 6 days @ 40.00 per day	$240.00

On July 19, 1950, we were ordered to the Episcopal Church site; worked to July 29th, Smith ordered operations to be stopped in order to let fill settle.

Unit shovel to and from Church
D4 Cat to and from job.
(No charge for moving as these two moves were included in bid price)

On Sept. 27, 1950, we were ordered to the Presbyterian Church site; Worked to Oct. 2nd. Operations were stopped again.

Unit shovel to and from Job	17.52
D4 Cat to and from Job	17.52

On Nov. 10, 1950, we were ordered back to the Episcopal Church and Park Street. Worked to Nov. 13th, stopped by State again.

Unit Shovel to and from Job	21.63
D4 Cat to and from Fill	14.94

On April 2nd 1951, we were ordered to North 2nd Street; worked to the 6th; was stopped again. Koehring Shovel was idle to April 13th

5 days @ 40.00	200.00
Moved D4 from fill on 4/10/51	7.47
Moved D4 back to fill 4/12/52	7.47

RIPRAP

On Oct. 6th, 1950, we were ordered back on Riprap; Worked through Oct 16th and was stopped.

Lorrain to Job	12.87
Lorrain from Job	12.87

Ordered back on riprap April 1951. Used Koehring which was already on jobsite.

$552.29

FORM E-30 37,500 4-52 98606

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon
December 3, 1952

SUBJECT:

[illegible]

To: H. G. Smith
Construction Engineer

Dear Sir

Reply is made to your letter of November 6th submitting claim of the Coos Bay Dredging Company for additional compensation on the Fir Avenue-Ingersoll Avenue Section of the Oregon Coast Highway, Contract 3324. Resident Engineer Gall's report is attached.

Analyzing the claim and Gall's report, we find as follows:

Items 1 and 2 of the claim total $3255.18 indicating an expenditure on the contractors part in excess of $4700; on these two items during the period of April 10th to September 10th is a net rate of $1764. The contractor states that he expended $1985 for labor on these two items during this period. Mr. Gall's report indicates that the contractors return was $2600 during this period on these two items instead of the $1766.75 claim. The contractors payroll reports indicate a total expenditure on the project for labor of $3371.94 during this period which he did remunerate work in the amount of $11,675.18. It appears that the labor charges are excessive against the two items enumerated and, therefore, we recommend rejection of both items.

Regarding Item 3 involving additional cost of purchasing 3/4" - 0" from Mr. McLeon's competitor, I would advise that Mr. McLeod made a verbal request for additional payment at the time we were requesting that he take steps to get the Front Street portion of the project paved with a base lift in the late 1951 season. I advised him at that time that I had discussed this matter with you by phone and that additional compensation would be denied. Mr. McLeod believes that he was not advised that his request had been rejected and the item, therefore, is open to controversy. I recommend that this be denied.

Items 4 and 5 of Exhibit A-1 total $400.19 for additional moving costs which are not detailed or otherwise explained and must, therefore, be denied.

On Exhibit A-2, I find two items, Item No. 1 and Item No. 4 which may be questionable. On Item1, the contractor was out of material and the Resident Engineer's diary indicates that there was a lag of about one week in securing an additional site. There was additional area on the project which had not been opened up as indicated by the Resident Engineer's report, but I believe the contractor was discouraged from working this area due to possible traffic complications during the winter season. Also, Item 4 occassioned the contractor additional costs due to the fact that we were required to stop fill of the bulkhead line on the water front and a few days were lost while we were attempting to revise plans to permit completion of the job. This item might be justified.

In discussing this matter with Mr. McLeod, I advised him that if the claim were resolvable by payment of these two items, I would recommend them, but if the entire claim could not be settled by payment of this sum then I would recommend against the entire claim. Mr. McLeod indicated that he would not accept payment of these two items as complete settlement of the claim; I recommend, therefore, that the entire claim be denied, but that at such time as may be convenient to you, we again discuss these matters with Mr. McLeon at his office in Coos Bay.

Very truly yours

E. T. Keasey
For TOM EDWARDS
Division Engineer

TE:rw

cc Jack McLeon
C. C. Gall

RECEIVED
CONSTRUCTION ENGINEER

Report on claim made by the Coos Bay Dredging Company
on the Coos Bay (Fir Ave. - Ingersoll Ave Project)

Ref; Exhibit "A"-2 Period of 1950

The equipment was finishing and sloping in the main cut at Sta. 279 to 285 on July 8th, 1950. July 10th inspection showed there was definately going to be a shortage of material to complete the railroad fill. Started hunting suitable borrow material on the 11th. The grading equipment was moved to Sta. 300 to 303 on the 12th as there was some excavation here to go on the railroad fill neither had any of the work on So. Broadway been opened up at this time. Therefore there was still a place to work though possibly not for all the equipment he had on the job. We were completely out of any large quantity of dirt at this time. Found borrow dirt on the Episcopal Church block also at the end of Park Ave and this was offered to the contractor. He refused to go off the job for borrow at the contract price. Apprice agreement had to be arri arrived at which took a little time.

At this time the City of Coos Bay had a contractor installing sewers on the job (in the streets) between stations 286 and 291 also between Sta. 276 and 278+50. This sewer work forced the contractor to look to other sections of his job for a place to work whether he wanted to or not.

On July 17th worked out a Price Agreement for borrow from the Episcopal Church block and the end of Park Ave; Staked out the Church property and hauling started on the 19th. Shovel broke down on the 24th and 25th, no dirt hauled. Resumed on the 26th and completed, or thought we had, the borrow from this site and the shovel was moved to the Presbyterian Church site for additional borrow. This move was made at the contractors own initiative. He said he could not show partiality to either church and to forestall criticisim he made this move on his own. Cpmplete hauling borrow from this site on the 29th and stop all filling work along the water front as we could not seem to hold our own against the settlements. On Aug. 1st Mr. H. G. Smith and Mr. K. D. Lytle over the job and said to let the fill rest for awhile, a month or more.

Sept. 27, 1950 shovel was moved back to the Episcopal Church block for additional borrow to complete the railroad fill. Borrow to come from a proposed basement area, this was something not known was wanted dug in the first place. It was learned after their architect arrived and layed out the area. Borrow shut down here Oct. 3rd due to wet weather, remained shut down for the same reason till Nov. 10th.

On Nov. 10th moved shovel to Park Ave and resumed hauling borrow to the railroad fill and continued hauling to and including Nov. 13th. On the 14th Army Engineers were on the job and objected to filling over the bulkhead line and handed over a letter to cease filling over this line. End of the fill work for this season.

As to the "Rip-Rap", Broken Concrete Slope Protection, this work could only proceed where ever the railroad embankment had been completed. The work was therefore geared to the filling operations and could not be carried on as a steady continous operation. As to orders being given regarding any of this work they were always made in the form of a verbal request. It was to the best interest of all to cover the completed slopes so as to protect them from erosion.

Resumed operations in the Spring of 1951 hauling borrow from lots on North 2ND St. in Coos Bay to complete the railroad embankment. This borrow location was of the contractor own choosing, the Park Ave pit was still open to him. These lots belonged to the contractors daughter who wanted them graded and prepared as a building site.

Received word on the 4th of April that the Army Engineers ordered all filling over the bulkhead line stopped (this was their secong such order and they were irked). Continued filling back of the bulkhead line to April 6th believing we had enough dirt on the grade at this time to complete it to a revised shoulder line.

Now at this time the contractor did have some adle time with the dragline that was on the grade to finish slopes and place Slope Protection while waiting for a decision on the fill. Started on the Extra Work Order of re-aligning the shoulders and shaping the slope to a revised line on Monday April 16th, 1951

Exhibit "A" - 1

I cannot see the picture clearly the contractor is trying to portray in the first 2 items of this sheet. Taking the 2 items together it seems ridiculous to charge out $4,718.95 of labor and equipment and then pick out of his estimates only certain items of return amounting to $1,763.77. Further the large Koehering shovel and the large cats were never used on Structural Excavation to which he has them charged. Even on the Removal of Walks, Curbs, etc., the main equipment used was a cat & dozer, end loader, truck, compresser and the Unit crane. This crane was used very little on this work being brought in to lift some of the larger blocks of concrete only.

Attached is a statement taken from the monthly estimates representing payments made to the contractor between the dates he has listed, 4/10/51 to 9/10/51. This does not include any payments to sub-contractors. This shows total payments to the contractor on items that do not include furnishing of materials of $11,675.18. His payroll during this period as taken from Form PR-100 was $3,371.94 (this does not include insurance). Does it seem possible that he would have $1,985.44 of this payroll as being non-productive?

As to the 1073 cu. yds. of 3/4" - 0 purchased from Rogers & Kuni the contractor had ample time in which to get his own materials on hand for the work. This material was purchased during the month of October, 1951. The contractor gives no reasons why this claim should be paid and I cannot support him either. Beside he should not have taken the loss he indicates. This material cost him $3.25 loaded in his own trucks and with less than a mile haul to the job. Contract price is $3.45. The preparation work necessary place this gravl was light therefore his combined handling costs should not have been more than 30¢ to 40¢ per yd. and not 70¢ as his claim would indicate.

I know nothing about the other items he has thrown in, Additional Moving Costs & Grader Rental ($358.19 & 42.00). I do know that during the s summer of 1951 the contractor also had a job underway at Coquille (Cedar Point - Coquille Sect.) and his equipment was moved back and forth between t these 2 jobs. These costs may cover some of these moves. If the contractor elects to work 2 jobs so far apart at the same time using the same equipment the shifting of the equipment between jobs would have to be borne by him.

One of the possible claims the contractor might have made was for the interference of the City's contractor installing sewers on the job. This he did not mention specifically and it would have been a difficult one to assess any compensation for anyway. Other than this the allowance for some idle time on the dragline between the 6th and 13th of April, 1951 is the only part of this claim that has any merit at all.

I recommend that no part of this claim be acknowledged.

C C Hill
Resident Engineer

Reference to Claim by Coos Bay Dredging Co.

Following items paid to the contractor for work done between the dates he has set forth in his claim. None of these items are payments to sub-contractors.

2. Removal of Pavement & Walks	$ 1,548.95	*
3. Removal of Curbs	1,048.75	*
4. Re,oval of Catch Basins	200.00	*
6. Structural Excavation	43.75	*
7. General Excavation	51,65	*
8. Short Over Haul	308.24	*
9. Long Over Haul	84.48	minus item
15. 6" Sewer Pipe	51.00	
16. 8" Sewer Pipe	121.90	
17. Extra fo Installing Pipe Under Pavement	274.12	*
24. Broken Concrete Slope Protection	4,945.75	*
37. 3" - 0 Material in Base	183.00	
38. 3/4" - 0 Material in Base	51.05	
Price Agreement No. 4, Borrow Excavation	2,600.93	*
Extra Work Order No. 2, Clear Borrow Area	286.02	*
Extra Work Order No. 3, Re-Shape Shoulder Line	451.50	*
Total from monthly estimates Apr. 10 to Sept. 10th 1951 incl.	$ 12,062.13	
	$11,675.18	* Total of above items in which no materials are included.

Total of the contractors payroll between the above dates as taken from Form PR-100 $3,371.94

No. 3[illegible]
By [illegible]

ASSIGNMENT

te: November 5, 1952

Description: Letter of October 17 by Coos Bay Dredging Company re Contract No. 3324, Coos Bay (Fir Avenue-Ingersoll Avenue) Project. Claim in amount of ~~$5,22~~ $5,244.16.

Acknowledged by _ _ _ _ _ Referred to _ _ _ Smith ✓ _ _ _ _ _ _ _ _ _ _

XX Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply _ _ _ _ _ _ signature
Please prepare for _

PLEASE RETURN TO W. C. WILLIAMS

Assignment executed 2-6-53 Report received _ _ _ _ _ _ _ _

Remarks:

TABLISHED 1902 TELEPHONE 1401

COOS BAY DREDGING COMPANY
JACK McLEOD, PRESIDENT
GENERAL CONTRACTORS

READYMIX CONCRETE

COOS BAY, OREGON

PLEASE RETURN TO
W. C. WILLIAMS

NOTED
W. C. WILLIAMS

October 17, 1952

Oregon State Highway Commission
Salem, Oregon

Re: Contract No. 3324

Gentlemen:

Reference is made to our Contract No. 3324, awarded May 26, 1952, known as Coos Bay (Fir Avenue - Ingersoll Ave.) Project.

As you know, due to delays and changes of plans which were in no way caused by us we sustained substantial damage in an amount in excess of $5,244.16. However, if settlement is made now we are willing to accept said amount in full payment.

We have attached to this letter an exhibit setting forth an itemized statement ofthese costs, and request is hereby made for payment of the same.

Thanking you for giving this matter your attention, we remain,

Very truly yours,

COOS BAY DREDGING COMPANY

By Jack McLeod

mr

RECEIVED
NOV 3 1952
OREGON
STATE HIGHWAY COMMISSION

Coos Bay – Fir Avenue Project

Rental & Labor involved to complete the following items – costly due to the many shutdowns and changes of plans.

Structural Excavation – Cost of completing in 1951:

Grader Rental		29 hrs	@ 14.00	$ 406.00	
D7 Cat & Carryall		4½ "	" 20.50	92.25	
Koehring Shovel		7 "	" 14.00	98.00	
D8 Cat & Dozer		4 "	" 15.50	62.00	
Loader		16 "	" 12.00	192.00	
Unit Crane		15 "	" 14.00	210.00	
Labor involved	824.94				
Insurance	49.50			874.44	
				1,934.69	
4/10/51 – 9/10/51		Less State Est.		79.72	$1,854.97

Removal of Walks, Curbs, Etc.:

D8 Cat & Dozer		3 hrs.	@ 15.50	46.50	
D4 Cat & Dozer		23½ "	" 9.50	223.25	
Loader		29½ "	"12.00	354.00	
5 – yd Truck		17½ "	" 6.25	109.38	
Koehring Shovel		16 "	" 14.00	224.00	
Compressor		18 "	" 7.50	135.00	
Unit Crane		33 "	" 14.00	462.00	
Labor	1160.50				
Insurance	69.63			1,230.13	
				2,784.26	
4/10/51 – 9/10/51		Less State Est.		1,684.05	1,400.21

Additional cost in purchasing 3/4" – 0" material from Rogers & Kuni – 1073 Cu. Yds. @ .50	536.50
Additional Moving Costs Due to the many shut-downs:	358.19
Grader Rental leaving & returning to jobsite:	42.00
	$4,191.87
Expenses on Fill Job as per attached detailed sheet:	1,052.29
	$5,244.16

EXHIBIT "A" – 1

Coos Bay – Fir Avenue Project
Fill on Front Street

On July 5th, 1950, State ran out of dirt for fill; a D8 cat was held on job for six days waiting for State to locate additional dirt. As they couldn't come to any decision, we moved cat out.	
Rental 6 days @ 90.00 per day	540.00
On July 19, 1950, we were ordered to the Episcopal Church site; worked to July 29th, Smith ordered operations to be stopped in order to let fill settle.	
Unit shovel to & from Church	
D4 cat to and from job.	
(No charge for moving as these two moves were included in bid price)	
On Sept. 27, 1950, we were ordered to the Presbyterian Church Site. Worked to Oct. 2nd. Operations were stopped again.	
Unit Shovel to & from Job	17.52
D4 Cat to & from Job	17.52
On Nov. 10, 1950, we were ordered back to the Episcopal Church and Park Street. Worked to Nov. 13th, stopped by State again.	
Unit Shovel to & from Job	21.63
D4 Cat to & from Fill	14.94
On April 2nd 1951, we were ordered to North 2nd Street; Worked to the 6th; was stopped again. Koehring Shovel was idle to April 13th	
5 days @ 80.00	400.00
Moved D4 from fill on 4/10/51	7.47
Moved D4 back to fill 4/12/52	7.47

RIPRAP

On Oct. 6th, 1950, we were ordered back on Riprap; Worked through Oct. 16th & was stopped.	
Lorian to Job	12.87
Lorian from Job	12.87
Ordered back on riprap April, 1951. Used Koehring which was already on jobsite.	
	$1,052.29

EXHIBIT "A" – 2

RECEIVED
JAN 28 1953
FOR FILING

F-141(2)

January 27, 1953

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State Highway Contract No. 3324 for work performed on the Coos Bay (Fir Ave.-Ingersoll Ave.) Section of the Oregon Coast Highway in Coos County was completed by the contractor, Coos Bay Dredging Co.,Inc., on August 12, 1952 and was formally accepted by the Highway Commission on November 24, 1952.

Final payment in the amount of $7,734.46 will be released to the contractor on or after February 6, 1953. The total contract amount is $258,562.06, of which amount $786.06 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor on this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.

NOTED ON CARD
1-27-53

RECEIVED
DEC [illegible] 1952
FOR FILING

F-141 (12)

3324

December 23, 1952
Salem, Oregon

Mr. C. C. Gall
Resident Highway Engineer
Box 496
North Bend, Oregon

Dear Sir:

Reference is made to your letter of December 19, 1952, regarding Form PR-47-A for Coos Bay (Fir Ave.-Ingersoll Ave.) Section, Contract No. 3324.

We hope the report will not be delayed very long after the first of the year. Final payment has not been made on the contract, so there is some time. It should be in before final is paid.

Regarding the report: Cement reported in Code 11, Ready Mixed Concrete should not be reported in Code 1, Cement.

Aggregates reported in Ready Mixed Concrete, Code 11, and Premixed bituminous paving materials (Asphaltic Concrete), Code 12, should not be included in Aggregates Purchased, Code 2. Asphalt used in Asphaltic Concrete is also included in Code 12, and is not to be reported in Code 3.

To show costs otherwise than noted above would be duplication.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

cc: Tom Edwards

DBP/sje

FORM E-30 25M 9-51 52315

OREGON STATE HIGHWAY DEPARTMENT

INTER-DEPARTMENT CORRESPONDENCE

North Bend, Ore.
Dec. 19, 1952

SUBJECT:

To: Mr. S. H. Probert,
Office Engineer,
State Highway Dep't..
Salem, Oregon

Dear Sir:

Reference to submission of Form PR-47-A for the Coos Bay (Fir Avenue - Ingersoll Avenue) Section, Oregon Coast Highway.

The contractor, Coos Bay Dredging Company, was asked to furnish this information soon after the final estimate was sent in. They have been asked for it several times since.

Their bookkeeper tells me she has been on jury duty for nearly two months and is now behind in nearly all of her records and will not be in a position to furnish their part of this report till sometime next year.

To clarify the report; will the cement in Code 11, Ready Mixed Concrete, also be reported under Code 1, Cement ?

Will aggregates used in Portland Cement Concrete and Asphaltic Concrete also be reported under Code 2, Aggregates ?

Same for asphalt in the Asphaltic Concrete where it is in the tonnage, will it also be reported under Code 3, Bituminous material ?

Very truly yours,

C C Hall

Res. Engr.

cc Tom Edwards

[illegible]CEIVED
[illegible] DEC [illegible]
FOR FILING

F-111 (10)

[illegible]

December 17, 1952

Hanson and Rowland, Inc.
Puget Sound Bank Building
Tacoma, Washington

Gentlemen:

State Highway Contract No. 3324, awarded to Coos Bay Dredging Company, Inc., for grading and paving on the Fir Avenue-Ingersoll Avenue Section of the Oregon Coast Highway in Coos Bay, was completed on August 12 and accepted by the Highway Commission November 24, 1952. At this date, however, the final contract price has not yet been determined but as soon as it is we will notify you.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

HANSEN, PRES. I. C. ROWLAND, SECY.

HANSEN & ROWLAND INC.

GENERAL AGENTS

SURETY BONDS - GENERAL INSURANCE

TACOMA, WASHINGTON

TACOMA
SEATTLE
PORTLAND
SAN FRANCISCO

December 15, 1952

THIS COMMUNICATION IF SIGNED AS AGENT OR AGENTS SHALL BIND IN SUCH CAPACITY ONLY.
PLEASE ADDRESS ALL COMMUNICATIONS TO HANSEN & ROWLAND, INC., NOT TO INDIVIDUALS.

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer

RE: Bond No. 56401 - Coos Bay Dredging Co., Inc., -to- State of Oregon -as- Coos Bay (Fir Avenue-Ingersoll Avenue) Section, Oregon Coast Highway, Federal Project No. F. 141 (12) in Coos County, Oregon.

Gentlemen:

We notice from the paper that the contract under the above captioned bond was accepted as completed November 24, 1952 but we have not been advised of the final contract price. We therefore ask that you let us have your advises relative to same.

Thanking you for your cooperation, we are

Very truly yours,

HANSEN & ROWLAND, INC.,
General Agents

~~H. T. Hansen, Jr.~~
Surety Bond Department

zlc/brj

RECEIVED
SEP 11 1952
FOR FILING

[illegible]

3324

September 10, 1952

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to the Coos Bay Dredging Co., Inc. on contract No. 3324, for grading and paving on the Coos Bay (Fir Ave.-Ingersoll Ave.) Section of the Oregon Coast Highway in Coos County.

This payment, in the amount of $10,353.48, will be released to the contractor on or after September 20, 1952. The retained percentage is $7,757.55.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD

RECEIVED
AUG 25 1952
FOR FILING

F-141 (12)

3324

August 21, 1952

Mr. C. G. Polk
District Engineer
Department of Commerce
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

This is to advise you that work was completed on August 12, 1952, on Contract No. 3324, Coos Bay (Fir Avenue-Ingersoll Ave.) Section, in connection with Federal Aid Project No. F-141 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

DBP/sc

cc: John Cottrall

Form E-1

OREGON STATE HIGHWAY DEPARTMENT

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Aug. 9, 1952, 19

Section Coos Bay (Fir Ave - Ingersoll Ave)

Kind of work Grade & Pave

Highway Oregon Coast

Section prefix 6 - 1037

Contractor Coos Bay Dredging Company, Inc.

Contract number 3324

Date of contract May 26, 1950, 19

Date of completion Aug. 31, 1951, 19

Date work started May 25th, 1950, 19

Estimated date of completion Aug. 12, 1952, 19

Amount of contract $241,290.00

Per cent of time elapsed 186 %

Estimated cost of completed project, exclusive of engineering $282,600.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $19,250.00, 8 %

Date project was completed, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Started placing top course on Front St., Sta. 262 to 303, on the 7th.

Should complete the street on the 11th.

There is approx 300 ft. of pathway on the west side of the south bound lane opposite sta. 363 that might not be done immediately. This would hold up the final estimate.

RECEIVED

CONSTRUCTION

NOTED
H. G. SMITH

NOTED
B. A. MARTIN

Signed

Address Box 496, North Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	1.12	1.12		1.12	1.12
Miles partially completed	ALL	ALL		ALL	ALL
Miles completed	"	"		0.62	"
Total estimated quantities	36,000	6855		8,700 ton	4130 S.Y.
Estimated quantities moved or placed to date	All	All		7,900	All
Average daily quantities				700	
Average daily quantities necessary to complete project on time				Time Expired	
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				30	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons	12						
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers 2..........., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

Form PR 2 (Revised 1946)

F-141(12)

State Oregon
Project No. F-141(12)
3374

Federal Aid

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 27th day of March, 1952, by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 26th day of May, 1949, a program, which was approved on the 16th day of August, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 7th day of April, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939.
(Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 263+10 168' north of the north line of Fir Avenue and survey station 17+27 at the intersection of Ingersoll Avenue with South Broadway, all in the City of Coos Bay, without exception

, length 1.123 miles, in Coos County,

being Oregon Federal Aid project No. F-141(12), consisting of 1.123 miles of

roadway and no bridges, [illegible] of more than 20 feet clear span, [illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of one hundred fifty thousand and 00/100 dollars ($150,000.00), which does not exceed the authorized Federal pro rata share of two hundred sixty-three thousand four hundred seventy-three and 03/100 dollars ($263,473.03), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chapter 529, Laws 1939

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. [illegible]

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

Attest

SECRETARY

RECOMMENDED FOR APPROVAL:

STATE HIGHWAY ENGINEER

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By

Chairman, State Highway Commission
(Title of officer)

By Chas H Reynolds

Member, State Highway Commission
(Title of officer)

By

Member, State Highway Commission
(Title of officer)

By

(Title of officer)

By

(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By W. H. Lynch
Division Engineer,
Public Roads Administration.

RECEIVED
M[illegible] 27 1952

RECEIVED
1952
FOR FILING

F-141 (12)
3324

February 5, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

We are sending under separate cover five copies of estimate as basis for project agreement for the Fir Avenue-Ingersoll Avenue (Coos Bay) Section, Project No. F-141 (12).

Three copies of agreement with the Southern Pacific Company covering changes in their facilities are also being sent.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWM:gs

Oregon State Highway Commission — Federal Aid Project No. F-141 (12)

FIR AVENUE-INNER OIL AVE. (COOS BAY) SECTION
THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, February 6, 1952

Type Code 6706

Roadway (Sta. 263+10.0 to 305+09.0 - 0+00 to 17+27.0)

All Required		Clearing and Grubbing		$ 29,100.00
6,500	sq. yds.	Removal of Pavement and Walks	$ 0.65	4,225.00
5,300	lin. ft.	Removal of Curbs	0.50	2,650.00
32	only	Removal of Catch Basins	25.00	800.00
108	cu. yds.	Removal of Miscellaneous Concrete Structures	4.50	486.00
500	cu. yds.	Structural Excavation, Unclassified	1.75	875.00
27,900	cu. yds.	General Excavation, Unclassified	0.49	13,671.00
105,000	yd. sta.	Short Overhaul	0.02	2,100.00
1,600	C-yd.sta.	Long Overhaul	0.55	880.00
1.12	miles	Finishing Roadbed and Slopes	887.00	993.44
700	lin. ft.	Rounding Cutbanks	0.25	175.00
2,200	cu. yds.	Excavating and Placing Topsoil	1.35	2,970.00
950	yd. mi.	Truck Haul on Topsoil	0.25	237.50
470	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.75	822.50
50	lin. ft.	6-inch Sewer Pipe	0.85	42.50
1,800	lin. ft.	8-inch Sewer Pipe	1.15	2,070.00
340	lin. ft.	Extra for Installing Pipe Under Pavement	4.25	1,445.00
70	cu. yds.	Rock or Gravel Backfill	3.45	241.50
4	only	Type "A" Manholes	200.00	800.00
2	only	Type "B" Manholes	175.00	350.00
50	only	Concrete Catch Basins	50.00	2,500.00
7	only	Adjustment of Manholes	20.00	140.00
4	only	Adjustment of Catch Basins	20.00	80.00
1,400	cu. yds.	Broken Concrete Slope Protection	4.55	6,370.00
630	cu. yds.	Concrete Curb and Gutter	50.00	31,500.00
500	only	3/4" x 18" Dowel Bars in Gutter	0.75	375.00
1,000	sq. yds.	Concrete Driveways	4.00	4,000.00
600	lin. ft.	3/4" x 8" Expansion Joints in Driveways	0.30	180.00
2,300	sq. yds.	Concrete Walks	3.00	6,900.00
3,800	lin. ft.	Expansion Joints in Walks	0.20	760.00
200	cu. yds.	Concrete Median Strips	45.00	9,000.00
3	cu. yds.	Class "A" Concrete Retaining Wall	50.00	150.00
All Required		Recesses for Reflectorized Markers		160.00
70	lin. ft.	3/4-inch Electrical Conduit	1.00	70.00

130	lin. ft.	1½-inch Electrical Conduit	$ 1.00	$ 130.00
5,800	cu. yds.	3" - 0" Material in Base	3.05	17,690.00
1,400	cu. yds.	3/4" - 0 Material in Base	3.45	4,830.00
120	cu. yds.	½" - 0 Material in Cushion Course	3.45	414.00
180	M-gals.	Sprinkling	2.00	360.00
4,000	sq. yds.	6-inch Portland Cement Concrete Base	4.00	16,000.00
8,800	tons	Class "B" Asphaltic Concrete	8.00	70,400.00
40	tons	Emulsified Asphalt in Seal Coat	40.00	1,600.00
230	cu. yds.	Aggregate in Seal Coat	4.25	977.50
				$239,520.94
			10% Engr. & Cont.	23,952.09
			Total	$263,473.03

Length of Roadway 1.123 miles
Cost per mile $234,615.34

Federal Aid Funds- -$150,000.00
State Funds- 113,473.03

$263,473.03

State Funds for Constr.: Chap. 175, laws 1917: Chap. 31, laws 1920: Chap. 529, laws 1939.
State Funds for Maint.: Chap. 529, laws 1939.

April 20, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate to accompany plans and specifications for the Fir Avenue-Ingersoll Avenue (Coos Bay) Section, Project No. F-141 (12), in which estimate the estimated cost of the item "Clearing and Grubbing" has been revised.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:cw

Oregon State Highway Commission Federal Aid Project No. F-141 (12)

FIR AVENUE-INGERSOLL AVE. (COOS BAY) SECTION

THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon April 20, 1950

Type Code 6706

Roadway (Sta. 263+10.0 to 305+09.0 = 0+00 to 17+27.0)

All Required		Clearing and Grubbing		$ 16,000.00
6,500	sq. yds.	Removal of Pavement and Walks	$ 0.65	4,225.00
5,300	lin. ft.	Removal of Curbs	0.20	1,060.00
32	only	Removal of Catch Basins	15.00	480.00
108	cu. yds.	Removal of Miscellaneous Concrete Structures	5.00	540.00
500	cu. yds.	Structural Excavation, Unclassified	3.00	1,500.00
27,900	cu. yds.	General Excavation, Unclassified	0.70	19,530.00
105,000	yd. stas.	Short Overhaul	0.03	3,150.00
1,600	C-yd. sta.	Long Overhaul	0.50	800.00
1.12	miles	Finishing Roadbed and Slopes	1,000.00	1,120.00
700	lin. ft.	Rounding Cutbanks	0.25	175.00
2,200	cu. yds.	Excavating and Placing Topsoil	1.50	3,300.00
950	yd. mi.	Truck Haul on Topsoil	0.20	190.00
470	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.00	470.00
50	lin. ft.	6-inch Sewer Pipe	1.00	50.00
1,800	lin. ft.	8-inch Sewer Pipe	1.00	1,800.00
340	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	1,020.00
70	cu. yds.	Rock or Gravel Backfill	5.00	350.00
4	only	Type "A" Manholes	250.00	1,000.00
2	only	Type "B" Manholes	200.00	400.00
50	only	Concrete Catch Basins	65.00	3,250.00
7	only	Adjustment of Manholes	50.00	350.00
4	only	Adjustment of Catch Basins	25.00	100.00
1,400	cu. yds.	Broken Concrete Slope Protection	6.00	8,400.00
630	cu. yds.	Concrete Curb and Gutter	50.00	31,500.00
500	only	3/4" x 18" Dowel Bars in Gutter	0.50	250.00
1,000	sq. yds.	Concrete Driveways	3.50	3,500.00
600	lin. ft.	3/4" x 8" Expansion Joints in Driveways	0.30	180.00
2,300	sq. yds.	Concrete Walks	3.50	8,050.00
3,800	lin. ft.	Expansion Joints in Walks	0.15	570.00
200	cu. yds.	Concrete Median Strips	50.00	10,000.00
3	cu. yds.	Class "A" Concrete Retaining Wall	50.00	150.00
All Required		Recesses for Reflectorized Markers		200.00
70	lin. ft.	3/4-inch Electrical Conduit	0.60	42.00

130	lin. ft.	1½-inch Electrical Conduit	$ 1.00	$ 130.00
5,800	cu. yds.	3" - 0" Material in Base	3.75	21,750.00
1,400	cu. yds.	3/4" - 0" Material in Base	4.00	5,600.00
120	cu. yds.	½" - 0" Material in Cushion Course	5.00	600.00
180	M-gals.	Sprinkling	3.00	540.00
4,000	sq. yds.	6-inch Portland Cement Concrete Base	3.00	12,000.00
8,800	tons	Class "B" Asphaltic Concrete	7.50	66,000.00
40	tons	Emulsified Asphalt in Seal Coat	60.00	2,400.00
230	cu. yds.	Aggregate in Seal Coat	6.00	1,380.00
				$234,102.00
		10% Engr. & Cont.		23,410.20
		Total		$257,512.20

Length of Roadway 1.123 miles
Cost per mile $229,307.39

Federal Aid Funds- -	$150,000.00
State Funds- -	107,512.20
	$257,512.20

Oregon State Highway Commission Federal Aid Project No. F-141 (12)

FIR AVENUE-INGERSOLL AVE. (COOS BAY) SECTION
OF THE OREGON COAST HIGHWAY IN COOS COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, February 27, 1950

Type Code 6706

Roadway (Sta. 263+10.0 to 305+09.0 = 0+00 to 17+27.0)

All Required		Clearing and Grubbing		$ 10,000.00
6,500	sq. yds.	Removal of Pavement and Curbs	$ 0.65	4,225.00
5,300	lin. ft.	Removal of Curbs	0.20	1,060.00
32	only	Removal of Catch Basins	15.00	480.00
108	cu. yds.	Removal of Miscelaneous Concrete Structures	5.00	540.00
500	cu. yds.	Structural Excavation, Unclassified	3.00	1,500.00
27,900	cu. yds.	General Excavation, Unclassified	0.70	19,530.00
105,000	Yd. Stas.	Short Overhaul	0.03	3,150.00
1,600	C-Yd. Stas.	Long Overhaul	0.50	800.00
1.12	miles	Finishing Roadbed and Slopes	1,000.00	1,120.00
700	lin. ft.	Rounding Cutbanks	0.25	175.00
2,200	cu. yds.	Excavating and Placing Topsoil	1.50	3,300.00
950	yd. mi.	Truck Haul on Topsoil	0.20	190.00
470	lin. ft.	8-inch Perforated Concrete Drain Pipe	1.00	470.00
50	lin. ft.	6-inch Sewer Pipe	1.00	50.00
1,800	lin. ft.	8-inch Sewer Pipe	1.00	1,800.00
340	lin. ft.	Extra for Installing Pipe Under Pavement	3.00	1,020.00
70	cu. yds.	Rock or Gravel Backfill	5.00	350.00
4	only	Type "A" Manholes	250.00	1,000.00
2	only	Type "B" Manholes	200.00	400.00
50	only	Concrete Catch Basins	65.00	3,250.00
7	only	Adjustment of Manholes	50.00	350.00
4	only	Adjustment of Catch Basins	25.00	100.00
1,400	cu. yds.	Broken Concrete Slope Protection	6.00	8,400.00
630	cu. yds.	Concrete Curb and Gutter	50.00	31,500.00
500	only	3/4" x 18" Dowel Bars in Gutter	0.50	250.00
1,000	sq. yds.	Concrete Driveways	3.50	3,500.00
600	lin. ft.	3/4" x 8" Expansion Joints in Driveways	0.30	180.00
2,300	sq. yds.	Concrete Walks	3.50	8,050.00
3,800	lin. ft.	Expansion Joints in Walks	0.15	570.00
200	cu. yds.	Concrete Median Strips	50.00	10,000.00
3	cu. yds.	Class "A" Concrete Retaining Wall	50.00	150.00
All Required		Recesses for Reflectorized Markers		200.00
70	lin. ft.	3/4-inch Electrical Conduit	0.60	42.00

130	lin. ft.	1½-inch Electrical Conduit	$ 1.00	$ 130.00
5,800	cu. yds.	3" - 0" Material in Base	3.75	21,750.00
1,400	cu. yds.	3/4" - 0" Material in Base	4.00	5,600.00
120	cu. yds.	½" - 0" Material in Cushion Course	5.00	600.00
180	M-gals.	Sprinkling	3.00	540.00
4,000	sq. yds.	6-inch Portland Cement Concrete Base	3.00	12,000.00
8,800	tons	Class "B" Asphaltic Concrete	7.50	66,000.00
40	tons	Emulsified Asphalt in Seal Coat	60.00	2,400.00
230	cu. yds.	Aggregate in Seal Coat	6.00	1,380.00
				$228,102.00
		10% Engr. & Cont.		22,810.20
		Total		$250,912.20 257,[illegible]

Length of Roadway 1.123 miles
Cost per mile $223,430.27 229,307.39

Federal Aid Funds- -	$150,000.00
State Funds--- -	100,912.20
	$250,912.20

OF COMMERCE
ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 7, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

P.S.& E. documents for Oregon Project F-141(12) Coos Bay (Fir Ave.-Ingersoll Ave.) Section of the Oregon Coast Highway have today been recommended for approval, subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Concurrence in award will be withheld pending receipt of advice that all right-of-way or rights-of-entry have been obtained and until the agreement with the railroad has been approved by the Division Engineer. Executed copies of the railroad agreement should be submitted as soon as they become available.

Federal participation in the cost of rearranging the municipally-owned water system will be limited to the cost of the trench excavation which is included in the contract item, Structural Excavation Unclassified.

Please submit copies of the usual resolutions regarding encroachments, etc.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

20M 8-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 14, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of February 28, concerning the Coos Bay Section of the Oregon Coast Highway, Project No. F-141 (12).

The water system with which this project conflicts and which requires alteration is a municipally-owned system over which control is exercised by the Coos Bay-North Bend Water Board. It is operated on streets owned by the same municipalities and therefore cannot be forced to bear the expense of moving its lines to make way for changes in street grade and alignment.

Most of the existing pipe in the system is to be replaced with new pipe with the cost of the new pipe being borne by the Board. By thus avoiding the expense of making excavations for the removal of the existing pipe, the cost of the alteration will be held considerably below what it might otherwise be.

Except for the making of some of the trench excavations, the work of rearranging the system is to be done by the Water Board with the Board to receive reimbursement for costs other than costs of materials.

A copy of the agreement with the Water Board will be sent to you as soon as the agreement is signed.

Federal participation in cost is expected only in the trench excavating work planned to be done under the highway construction contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

February 28, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the advance plans and special provisions for Oregon Project No. F-141(12), Coos Bay Section of Oregon Coast Highway, it is noted that page 6 of the special provisions provide that the contractor shall excavate trenches for installation and removal of water pipes by their owners. It occurs to us that eligibility of such excavation may be questioned unless it is shown that the lines involved are on privately owned right-of-way or that the terms of the franchise require this work to be performed without cost to the owner.

If the cost of excavating and/or of moving the pipes is the obligation of the State and it is planned to reimburse the owners for such work as they actually perform in that connection, copies of formal or memorandum agreements covering the proposed work should be submitted in accordance with G.A.M. No. 300.

Please advise us in detail regarding this matter in order that the eligibility of the work may be clearly established.

Also, your attention is called to what appears to be an error in the note regarding embankment and waste on the haul diagram at Station 269+75, plan sheet 3.

Advance copy of the agreement with the railroad covering the work proposed should be submitted as soon as possible.

Very truly yours,

T. M. DAVIS
District Engineer

February 27, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and four copies of right of way statement for the Fir Avenue-Ingersoll Avenue (Coos Bay) Section, Project No. F-141 (12).

Six bid proposals and one set of full scale plans for this project were sent to you last Friday.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

COOS BAY (FIR AVE.-INGERSOLL AVE.) SECTION

PROJECT NO. F-141 (12)

While negotiations for rights of way are in progress the agreement with the Southern Pacific Railroad Company concerning the moving of their tracks and permission to occupy and use portions of their right of way has not been executed, but it is now beleived that all necessary rights of way can be made fully available within twenty-one days.

R. H. Baldock
State Highway Engineer

By
JWNash

J. W. Nash
Assistant Office Engineer

February 27, 1950

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FOR FILING

7 141 (12)

3324

November 27, 1951

Coos Bay Dredging Co.,Inc.
P. O. Box 217
Coos Bay, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on November 8, 1951, had under discussion your request for an extension of time of 366 days, from August 31, 1951 to August 31, 1952, within which to complete your contract No. 3324 for grading and paving on the Coos Bay (Fir Ave.-~~Ingersoll Ave.~~) Section of the Oregon Coast Highway in Coos County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: K. D. Lytle,
Division Engineer

C. C. Gall,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
11-28-51

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FOR FILING

[illegible]

November 6, 1951

Request for extension of time
No. 19 Last request for
November 8 and 9 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Coos Bay Dredging Company, Inc. for an extension of time on Contract No. 3324, Fir Avenue-Ingersoll Avenue Section in Coos Bay, from August 31, 1951 to August 31, 1952.

This project involved the moving of the Southern Pacific railroad tracks in which the State was to construct the new railroad grade and the Southern Pacific Company was to re-establish their tracks thereon. The Southern Pacific Company did not complete their portion of this project in time to permit the contractor to do his paving before bad weather set in.

Since the delay was not the fault of the contractor, I recommend that the extension be granted without penalty. Mr. E. G. Felx of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

EAP:sh lg

cc Mr. W. C. Williams
Mr. H. G. Smith

RECEIVED
FOR FILING

October 29, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3324, Fir Avenue - Ingresoll Avenue Section in Coos Bay, Ore. F-141 (12), from August 31st, 1951, to August 31st, 1952, to the Coos Bay Dredging Company, Inc., Contractors.

This project involved the moving of the Southern Pacific Railroad tracks, in which the State was to construct the new railroad grade, and the Southern Pacific Company was to reestablish their tracks thereon. The Southern Pacific Company did not complete their portion of this project in time to permit the contractor to do his paving before bad weather set in.

Since the delay was not the fault of the contractor, I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

EAP:sh

RECEIVED
APR 17 1951
FOR FILING

7-141 (12)

3-3-41

April 17, 1951

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Your File: 911414/323-2

Dear Sir:

As requested in your letter of April 11, we are enclosing duplicate copies of the prints (two sheets) of the First Avenue-Ingersoll Avenue Section of the Oregon Coast Highway, which you stated you had not received.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

me

Encl.

12-50-7M

S-2560

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

L. P. HOPKINS
SUPERINTENDENT

IN REPLY PLEASE REFER TO
911414/323-2

April 11, 1951

Mr. R H Baldock, Chief Engineer
Oregon State Highway Commission
Salem, Oregon

Attention - Mr. W C Williams
Asst State Highway Engineer,

Dear Sir:

Your letter March 26th indicated that you were sending prints (2 sheets) of the First Avenue - Ingersoll Avenue Section of the Oregon Coast Highway.

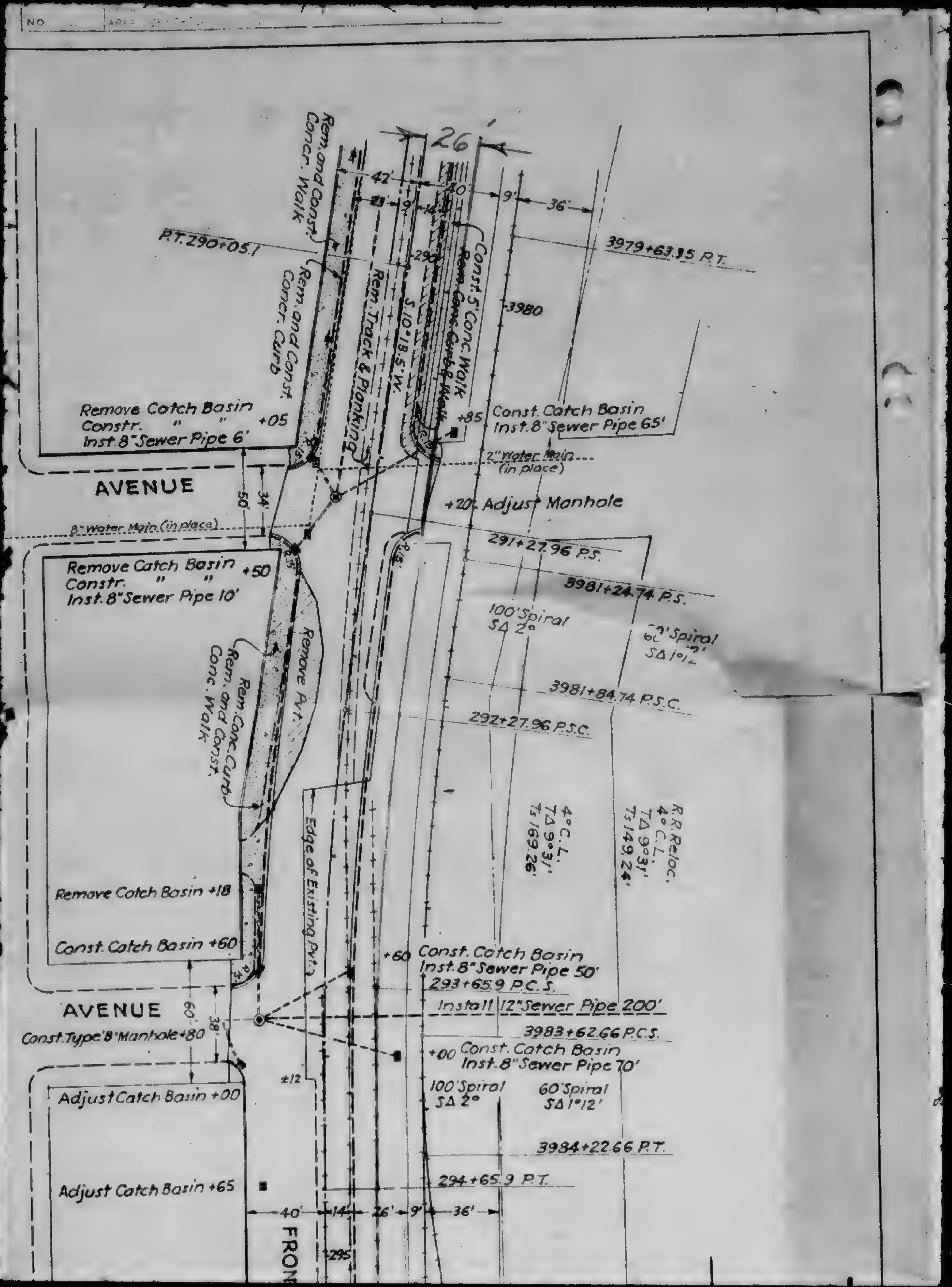
To date these prints have not been received. Would appreciate receiving duplicate copies to permit our reply to your above mentioned letter.

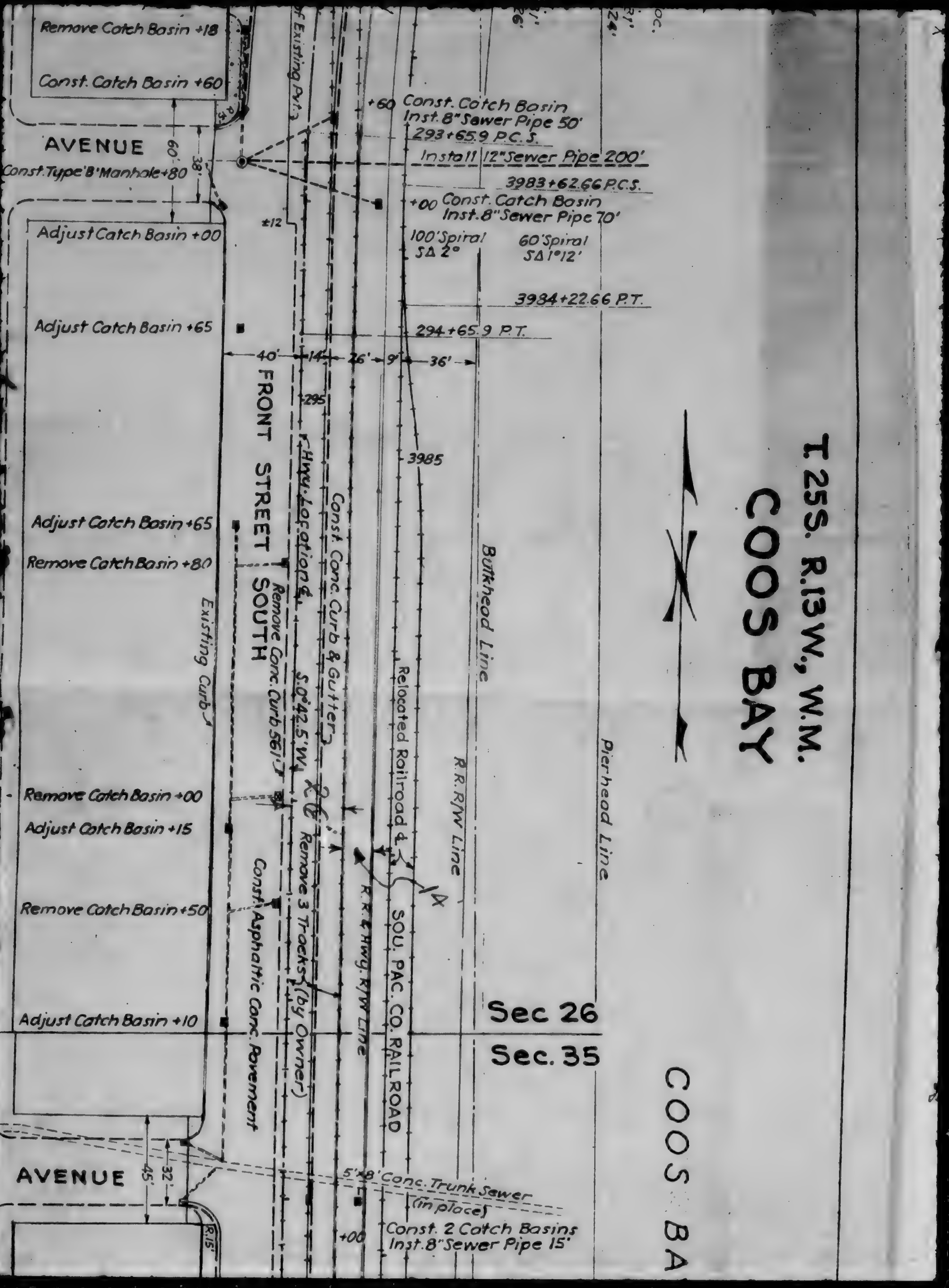
Yours truly,

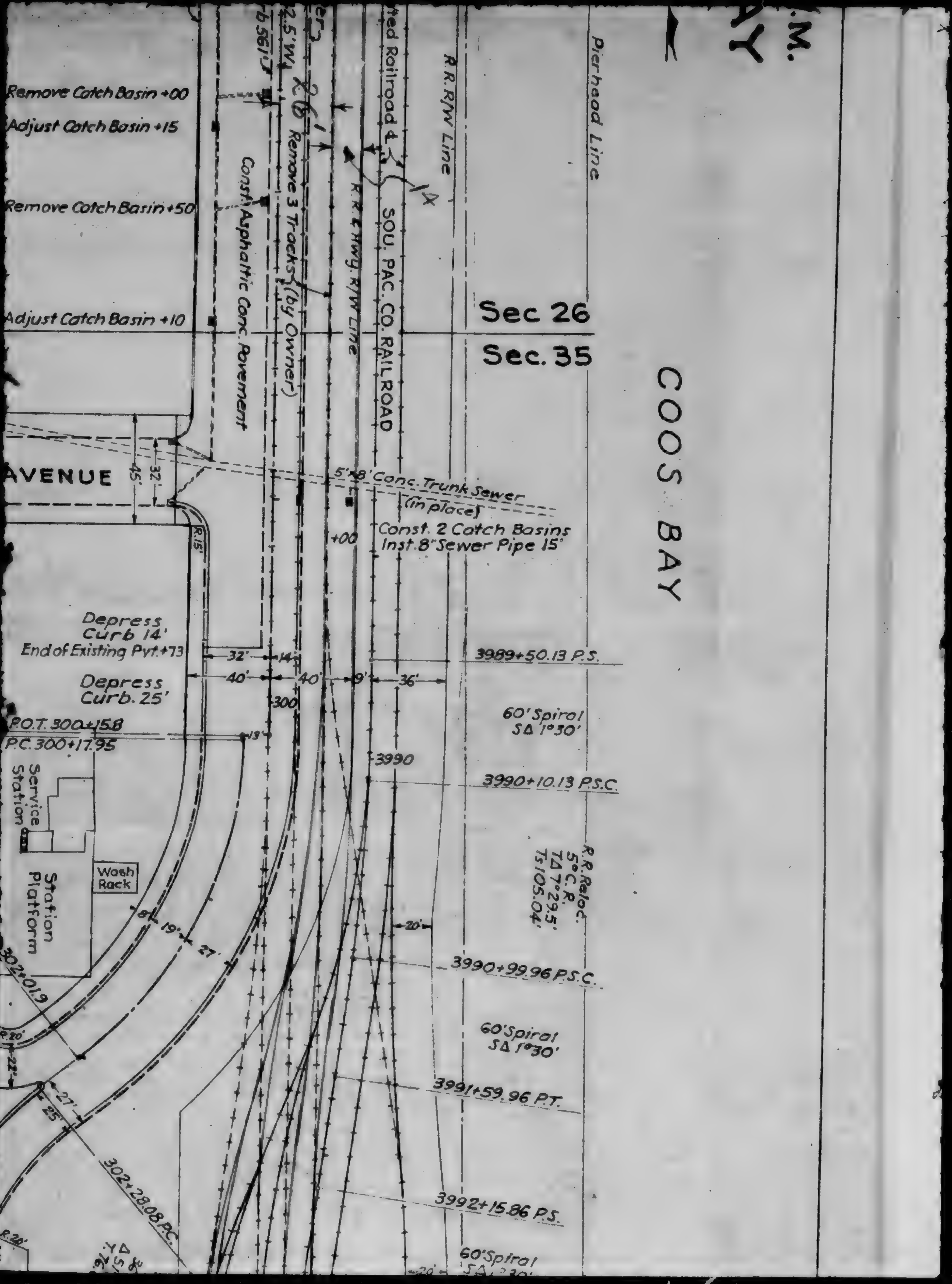
L P Hopkins

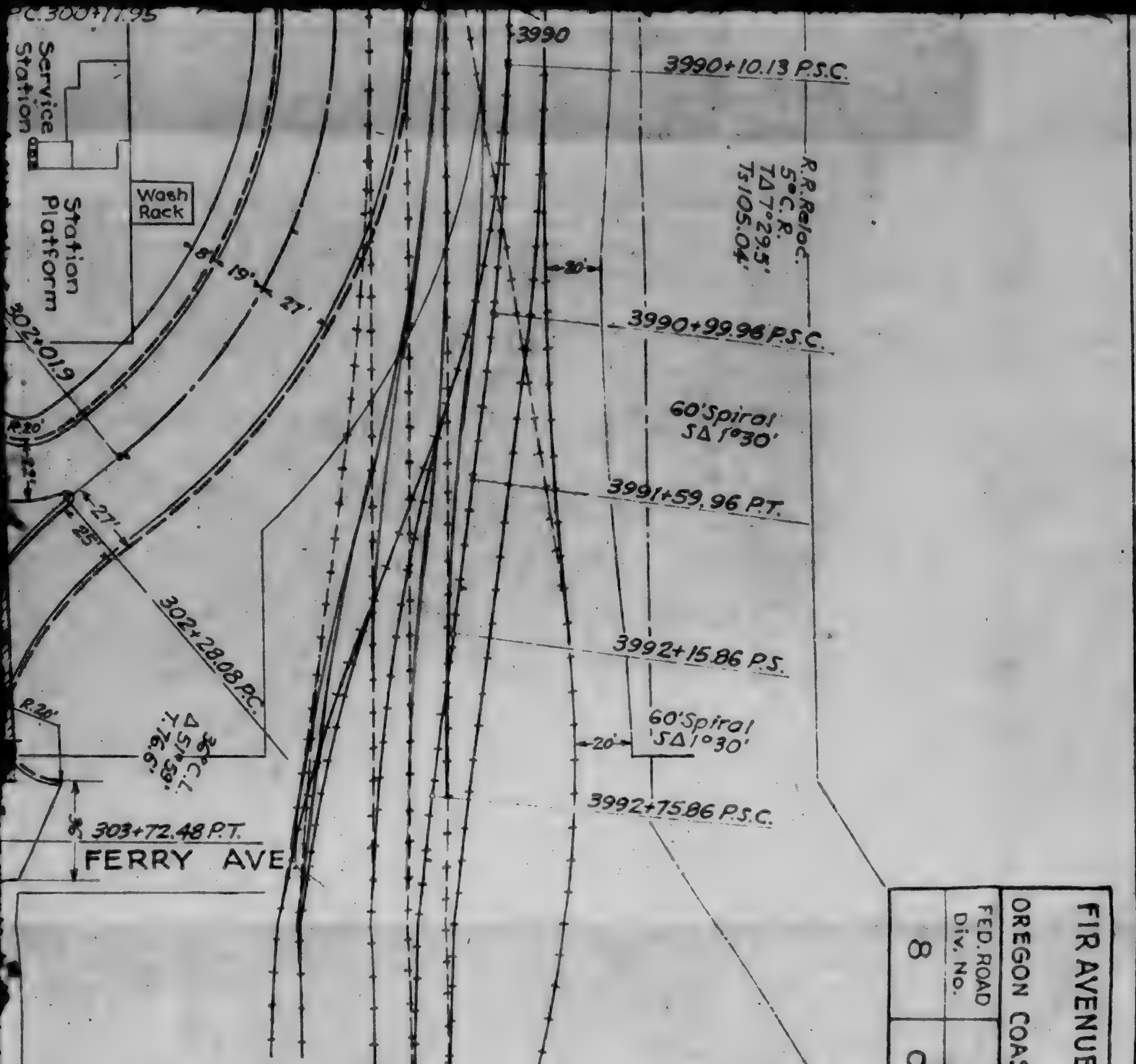
NOTED
W. C. WILLIAMS

[illegible]


NO
26'
42'
20'
9'
36'
23'
9'
14'
Rem. and Const. Concr. Walk
P.T. 290+05.1
Rem. and Const. Concr. Curb
Rem. Track & Planking
S.10°13.5'W.
290
Const. 5' Conc. Walk
Rem. Conc. Curb & Walk
3979+63.35 P.T.
3980
Remove Catch Basin
Constr. " " +05
Inst. 8" Sewer Pipe 6'
+85
Const. Catch Basin
Inst. 8" Sewer Pipe 65'
2" Water Main (in place)
AVENUE
50'
34'
+20 Adjust Manhole
8" Water Main (in place)
291+27.96 P.S.
Remove Catch Basin +50
Constr. " "
Inst. 8" Sewer Pipe 10'
3981+24.74 P.S.
100' Spiral
SΔ 2°
60' Spiral
SΔ 1°12'
Remove Pvt.
Rem. Conc. Curb
Rem. and Const. Conc. Walk
3981+84.74 P.S.C.
292+27.96 P.S.C.
Edge of Existing Pvt.
4° C.L.
TΔ 9°31'
Ts 169.26'
R.R. Reloc.
4° C.L.
TΔ 9°31'
Ts 149.24'
Remove Catch Basin +18
Const. Catch Basin +60
+60
Const. Catch Basin
Inst. 8" Sewer Pipe 50'
293+65.9 P.C.S.
AVENUE
Install 12" Sewer Pipe 200'
60'
38'
Const. Type 'B' Manhole +80
3983+62.66 P.C.S.
+00 Const. Catch Basin
Inst. 8" Sewer Pipe 70'
±12
Adjust Catch Basin +00
100' Spiral
SΔ 2°
60' Spiral
SΔ 1°12'
3984+22.66 P.T.
294+65.9 P.T.
Adjust Catch Basin +65
40'
14'
26'
9'
36'
FRON
295


Remove Catch Basin +18
Const. Catch Basin +60
AVENUE
60'
38'
Const. Type 'B' Manhole +80
Adjust Catch Basin +00
±12
Adjust Catch Basin +65
Adjust Catch Basin +65
Remove Catch Basin +80
Remove Catch Basin +00
Adjust Catch Basin +15
Remove Catch Basin +50
Adjust Catch Basin +10
AVENUE
45'
32'
R.15'
Existing Curb
FRONT STREET SOUTH
of Existing Pvt.
Remove Conc. Curb 561'
Const. Asphaltic Conc. Pavement
Hwy. Location ℄ S.0°42.5'W.
Remove 3 Tracks (by Owner)
Const. Conc. Curb & Gutter
R.R. & Hwy. R/W Line
Relocated Railroad ℄
SOU. PAC. CO. RAILROAD
R.R. R/W Line
Bulkhead Line
Pierhead Line
+60 Const. Catch Basin
Inst. 8" Sewer Pipe 50'
293+65.9 P.C.S.
Install 12" Sewer Pipe 200'
3983+62.66 P.C.S.
+00 Const. Catch Basin
Inst. 8" Sewer Pipe 70'
100' Spiral
SΔ 2°
60' Spiral
SΔ 1°12'
3984+22.66 P.T.
294+65.9 P.T.
40'
14'
26'
9'
36'
295
3985
Sec 26
Sec. 35
5'x8' Conc. Trunk Sewer
(in place)
+00
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 15'
T.25S. R.13W., W.M.
COOS BAY
COOS BA


Remove Catch Basin +00
Adjust Catch Basin +15
Remove Catch Basin +50
Adjust Catch Basin +10
2.5' Wi
b 56'
Const. Asphaltic Conc. Pavement
Remove 3 Tracks (by Owner)
R.R. & Hwy. R/W Line
ted Railroad ℄
SOU. PAC. CO. RAILROAD
R.R. R/W Line
Pierhead Line
Sec 26
Sec. 35
COOS BAY
AVENUE
45'
32'
5'×8' Conc. Trunk Sewer (in place)
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 15'
+00
R.15'
Depress Curb 14'
End of Existing Pvt. +73
Depress Curb. 25'
32'
14'
40'
40'
9'
36'
300
3989+50.13 P.S.
60' Spiral SΔ 1°30'
P.O.T. 300+15.8
P.C. 300+17.95
13'
3990
3990+10.13 P.S.C.
Service Station
Wash Rack
Station Platform
R.R. Reloc. 5° C.R. TΔ 7°29.5' Ts 105.04'
20'
8'
19'
27'
3990+99.96 P.S.C.
302+01.9
R.20'
22'
60' Spiral SΔ 1°30'
27'
25'
3991+59.96 P.T.
302+28.08 P.C.
3992+15.86 P.S.
R.20'
60' Spiral SΔ 1°30'
20'

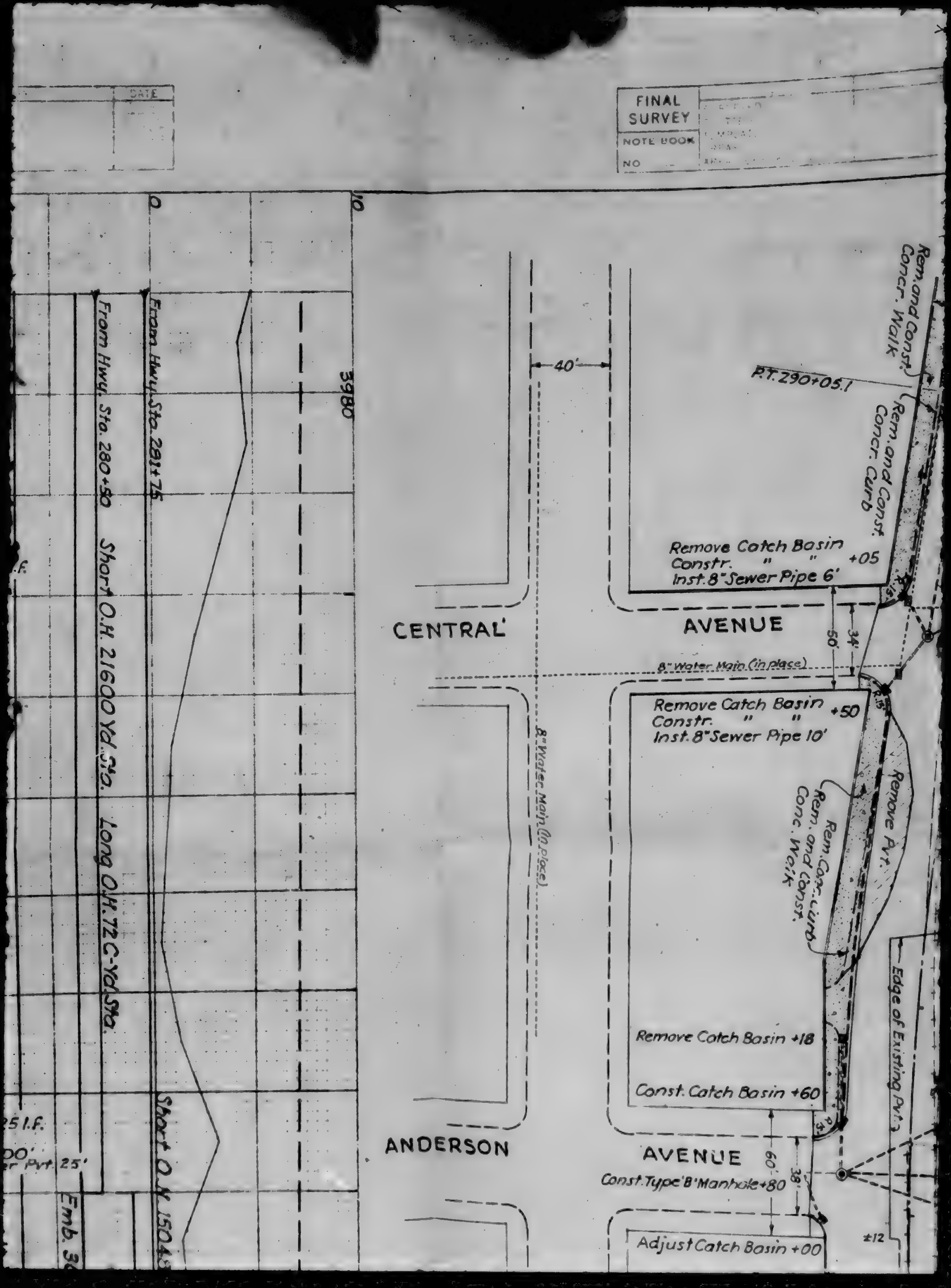

P.C.300+11.95
Service Station
Station Platform
Wash Rack
302+01.9
8'
19'
27'
R.20'
22'
27'
25'
302+28.08 P.C.
R.20'
3° C.L.
Δ 51°38'
T. 76.9'
303+72.48 P.T.
FERRY AVE.
3990
3990+10.13 P.S.C.
R.R. Reloc.
5° C.R.
TΔ 7°29.5'
Ts 105.04'
20'
3990+99.96 P.S.C.
60' Spiral
SΔ 1°30'
3991+59.96 P.T.
3992+15.86 P.S.
60' Spiral
SΔ 1°30'
20'
3992+75.86 P.S.C.
5° C.L.
Δ 13°53'
Install Manhole Ring & Cover on Existing Catch Basin
Const. Catch Basin on L.
Install 8" Sewer Pipe 15'
305+03.64 =0+00 EQUA. AVE.
Remove Catch Basin and Install 8" Pipe Connec. 4'
+25 Const. Catch Basin on R.
Install 8" Sewer Pipe 18'
3995
3995+53.53 P.C.C.=
3995+58.4 P.O.C.

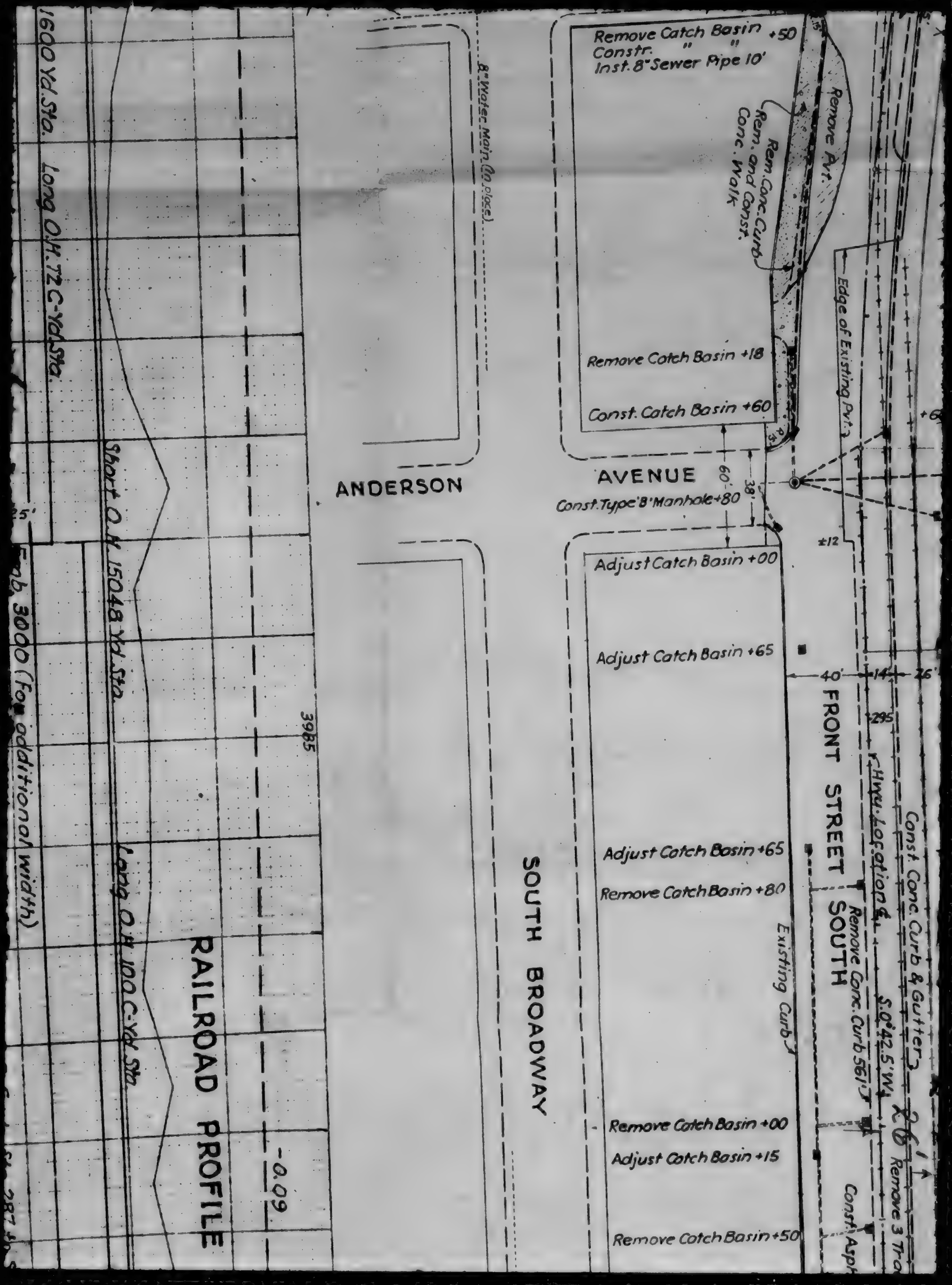
FIR AVENUE - INGERSOLL AVE. SECTION
COOS BAY
OREGON COAST HIGHWAY   COOS COUNTY

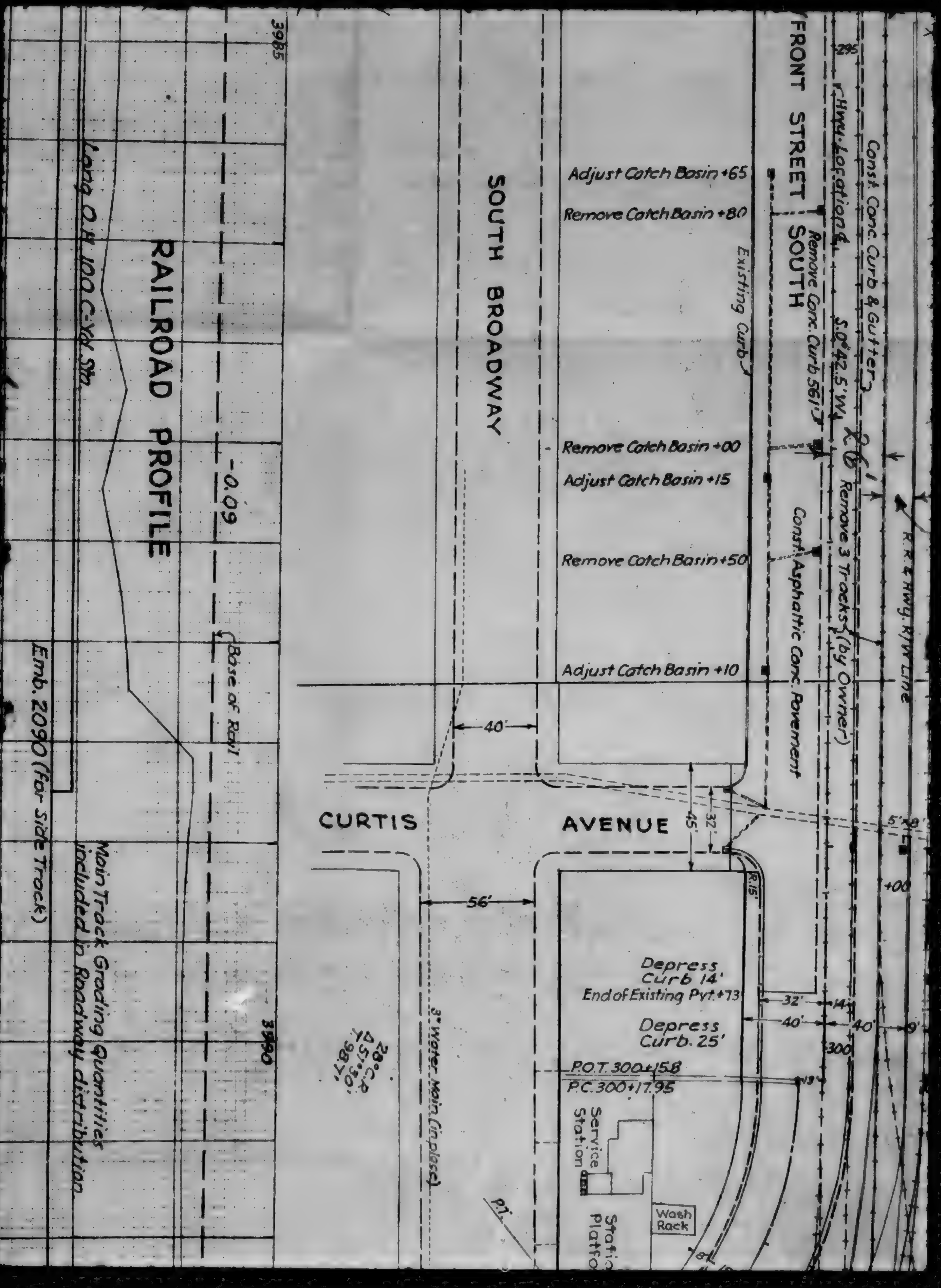
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	F-141(12)		5A	See Index

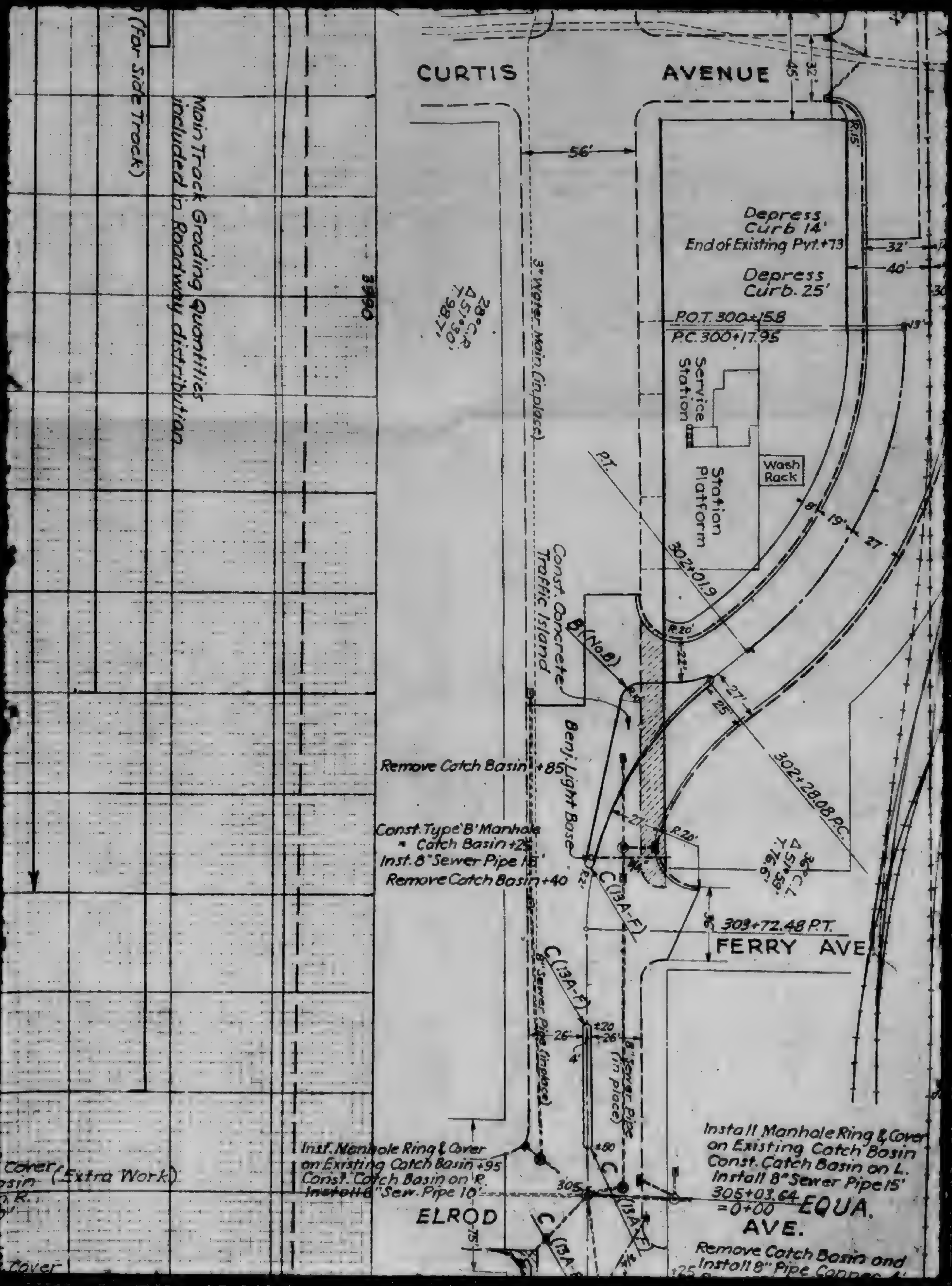
~~Revised Aug. 1950.~~

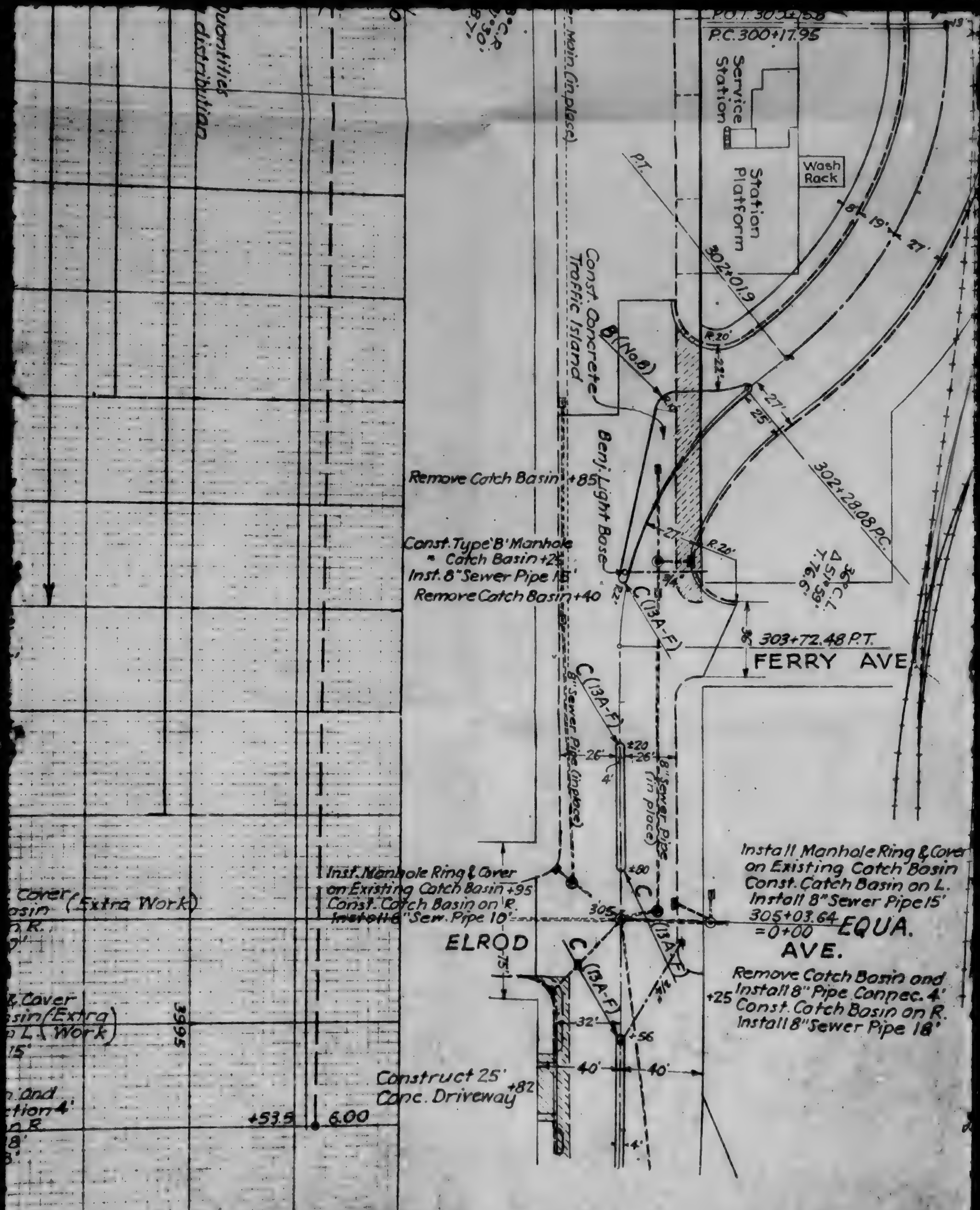
1-6-1

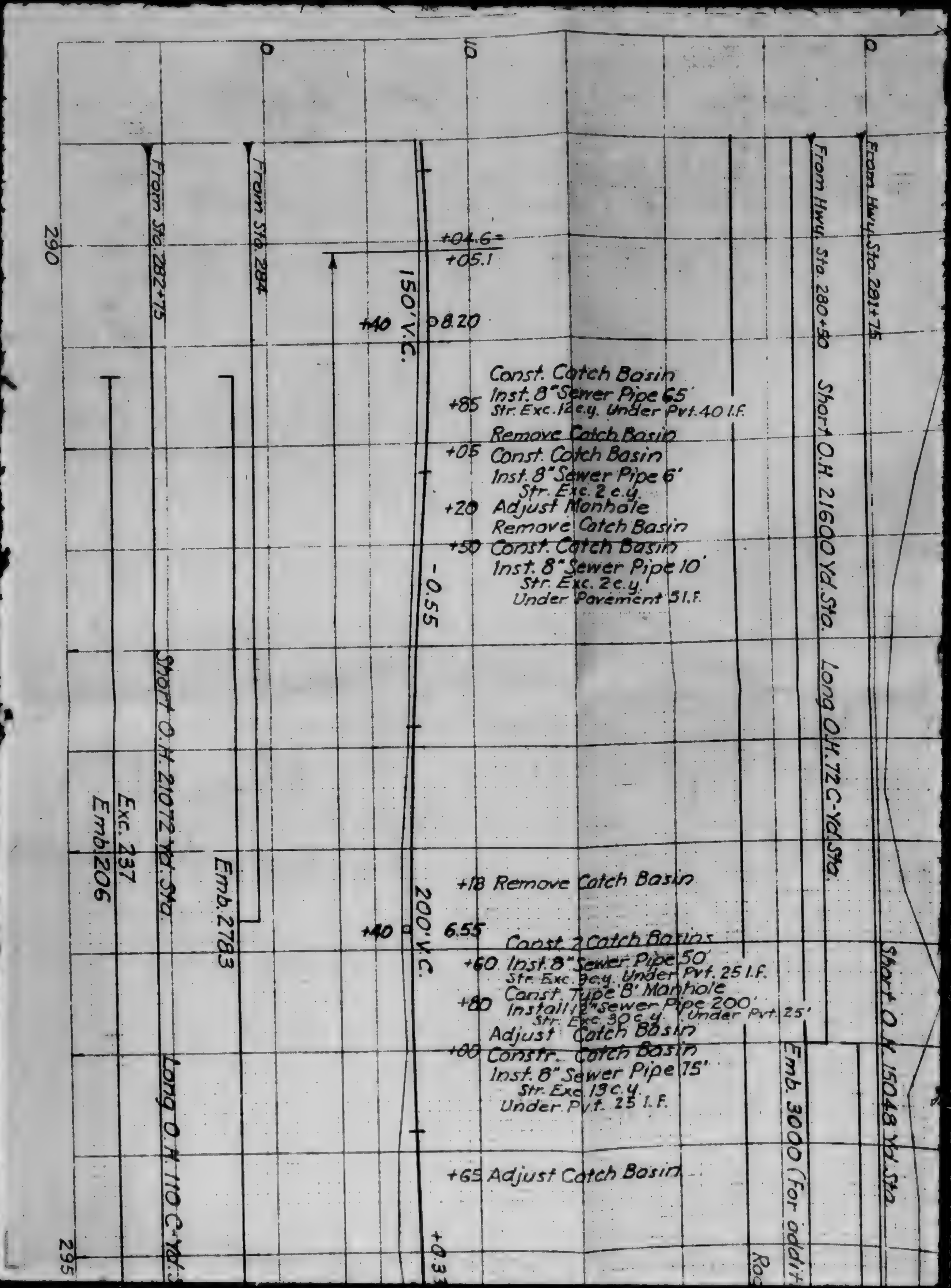

DATE
FINAL SURVEY
NOTE BOOK
NO
0
10
3980
From Hwy. Sta. 281+75
From Hwy. Sta. 280+80 Short O.H. 21600 Yd. Sta. Long O.H. 72 C-Yd. Sta.
Short O.H. 1504
Emb. 3
.F.
25 I.F.
00'
r Pvt. 25'
40'
8" Water Main (in place)
CENTRAL
AVENUE
ANDERSON
AVENUE
Rem. and Const. Concr. Walk
P.T. 290+05.1
Rem. and Const. Concr. Curb
Remove Catch Basin
Constr. " " +05
Inst. 8" Sewer Pipe 6'
50'
34'
8" Water Main (in place)
Remove Catch Basin +50
Constr. " "
Inst. 8" Sewer Pipe 10'
Remove Pvt.
Rem. Conc. Curb Rem. and Const. Conc. Walk and Const.
Edge of Existing Pvt.
Remove Catch Basin +18
Const. Catch Basin +60
60'
38'
Const. Type 'B' Manhole +80
Adjust Catch Basin +00
±12

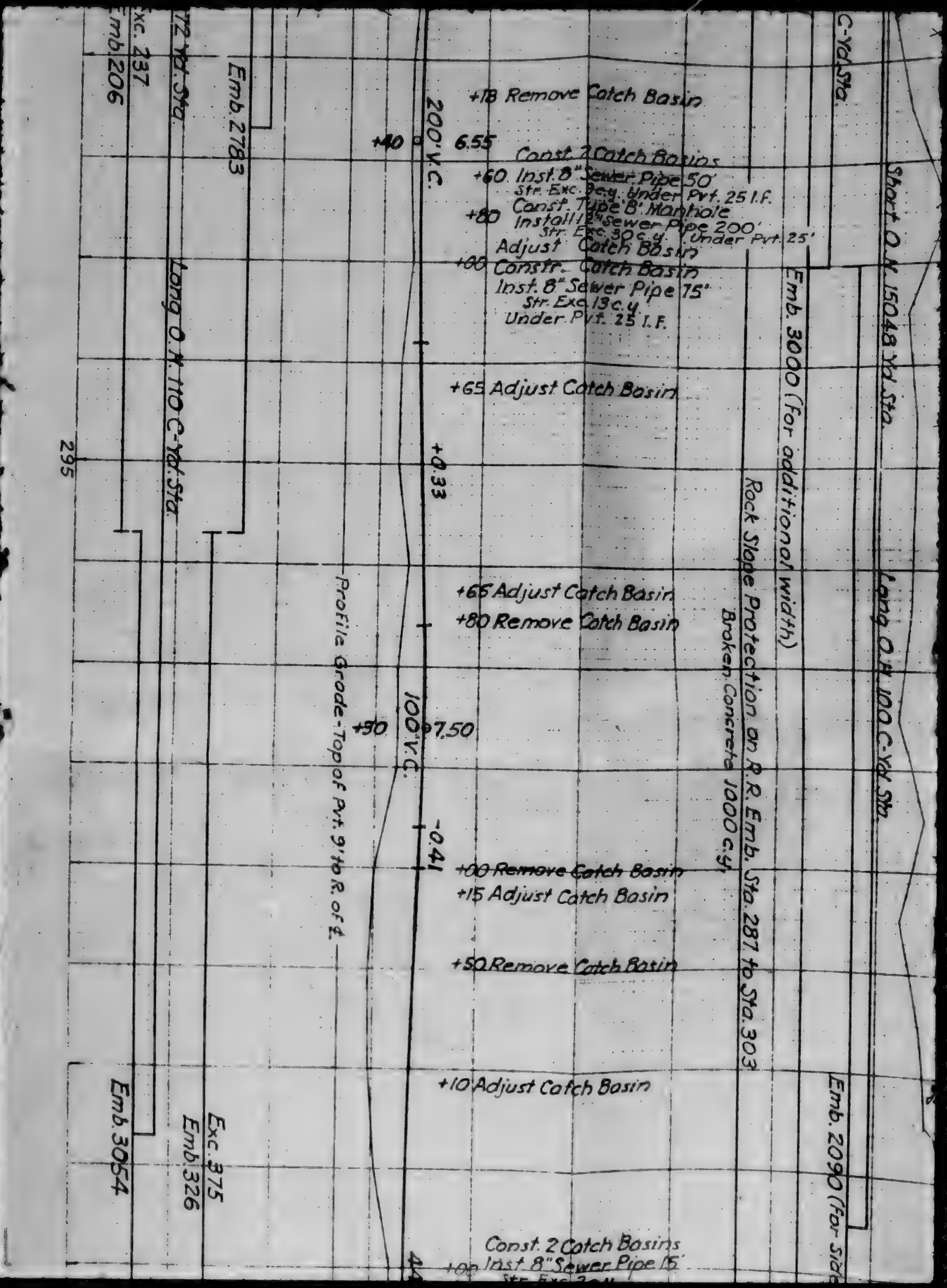

Remove Catch Basin +50
Constr. " "
Inst. 8" Sewer Pipe 10'
Remove Pvt.
Rem. Conc. Curb
Rem. and Const.
Conc. Walk
8" Water Main (In place)
Edge of Existing Pvt.
Remove Catch Basin +18
Const. Catch Basin +60
+6
ANDERSON
AVENUE
60'
38'
Const. Type 'B' Manhole +80
±12
Adjust Catch Basin +00
Adjust Catch Basin +65
40'
14'
26'
29.5'
FRONT STREET SOUTH
Hwy. Location ℄
3985
Adjust Catch Basin +65
Remove Catch Basin +80
Existing Curb
Remove Conc. Curb 561'
S.0°42.5'W.
Const. Conc. Curb & Gutter
SOUTH BROADWAY
Remove Catch Basin +00
Adjust Catch Basin +15
Remove Catch Basin +50
26
Remove 3 Tra
Const. Asph
RAILROAD PROFILE
-0.09
1600 Yd. Sta.
Long O.H. 72 C-Yd. Sta.
25'
Short O.H. 15048 Yd. Sta.
Long O.H. 100 C-Yd. Sta.
Fab. 3000 (For additional width)

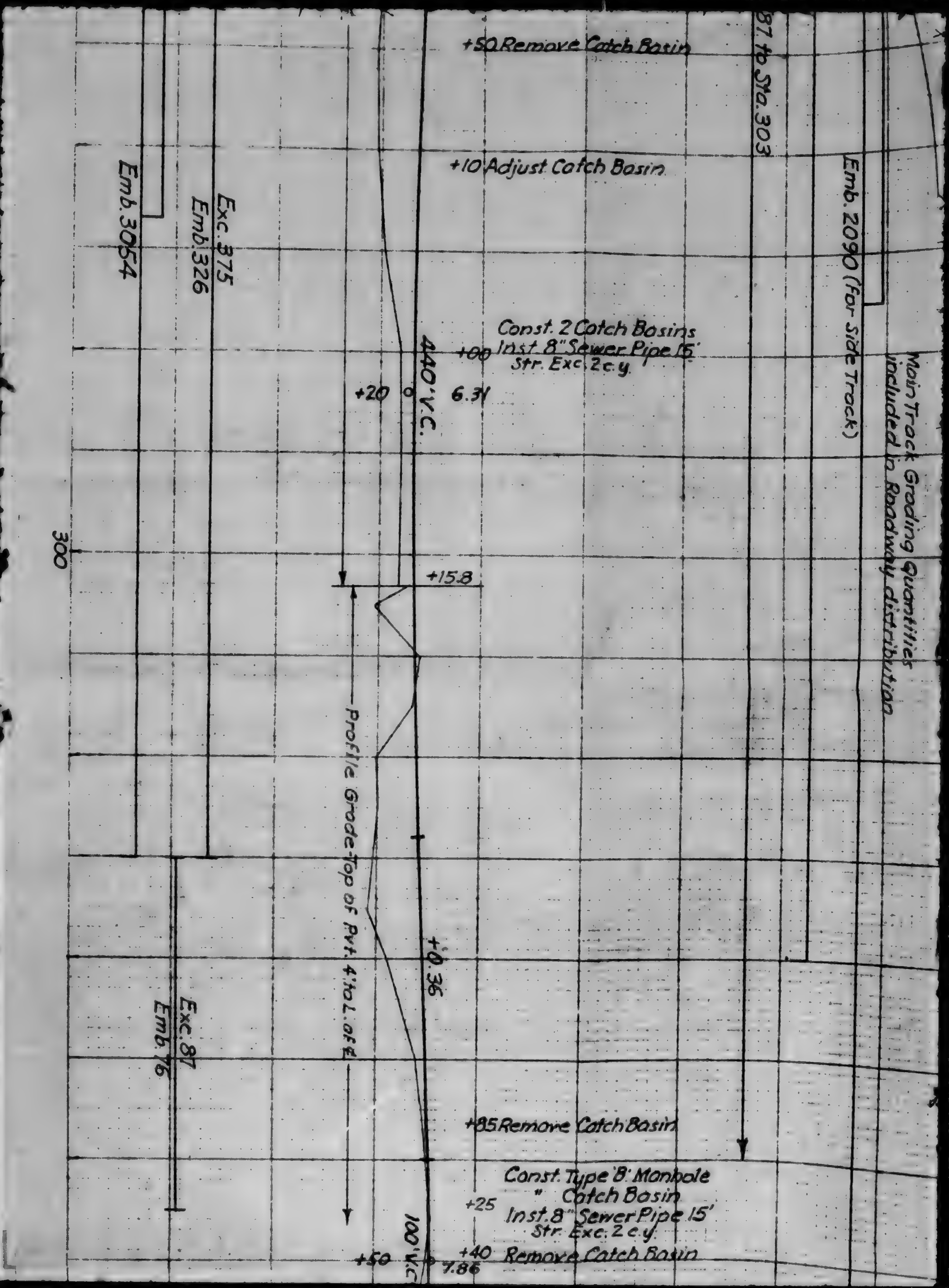

RAILROAD PROFILE
Orig. O.H. 100 C. Yd. Sta.
-0.09
Base of Rail
Emb. 2090 (for side Track)
Main Track Grading Quantities included in Roadway distribution
3985
3990
SOUTH BROADWAY
FRONT STREET SOUTH
CURTIS
AVENUE
Adjust Catch Basin +65
Remove Catch Basin +80
Remove Catch Basin +00
Adjust Catch Basin +15
Remove Catch Basin +50
Adjust Catch Basin +10
Existing Curb
Remove Conc. Curb 561'
Hwy. Location ℄
S.0°42.5'W.
Const. Conc. Curb & Gutter
Remove 3 Tracks (by Owner)
Const. Asphaltic Conc. Pavement
R.R. & Hwy. R/W Line
295
40'
45'
32'
56'
R.15'
5'
+00
Depress Curb 14'
End of Existing Pvt. +73
Depress Curb 25'
32'
14'
40'
40'
9'
300
P.O.T. 300+15.8
P.C. 300+17.95
19'
3" Water Main (in place)
28°C.P.
45°30'
T. 98.7'
P.T.
Service Station
Wash Rack
Station Platform

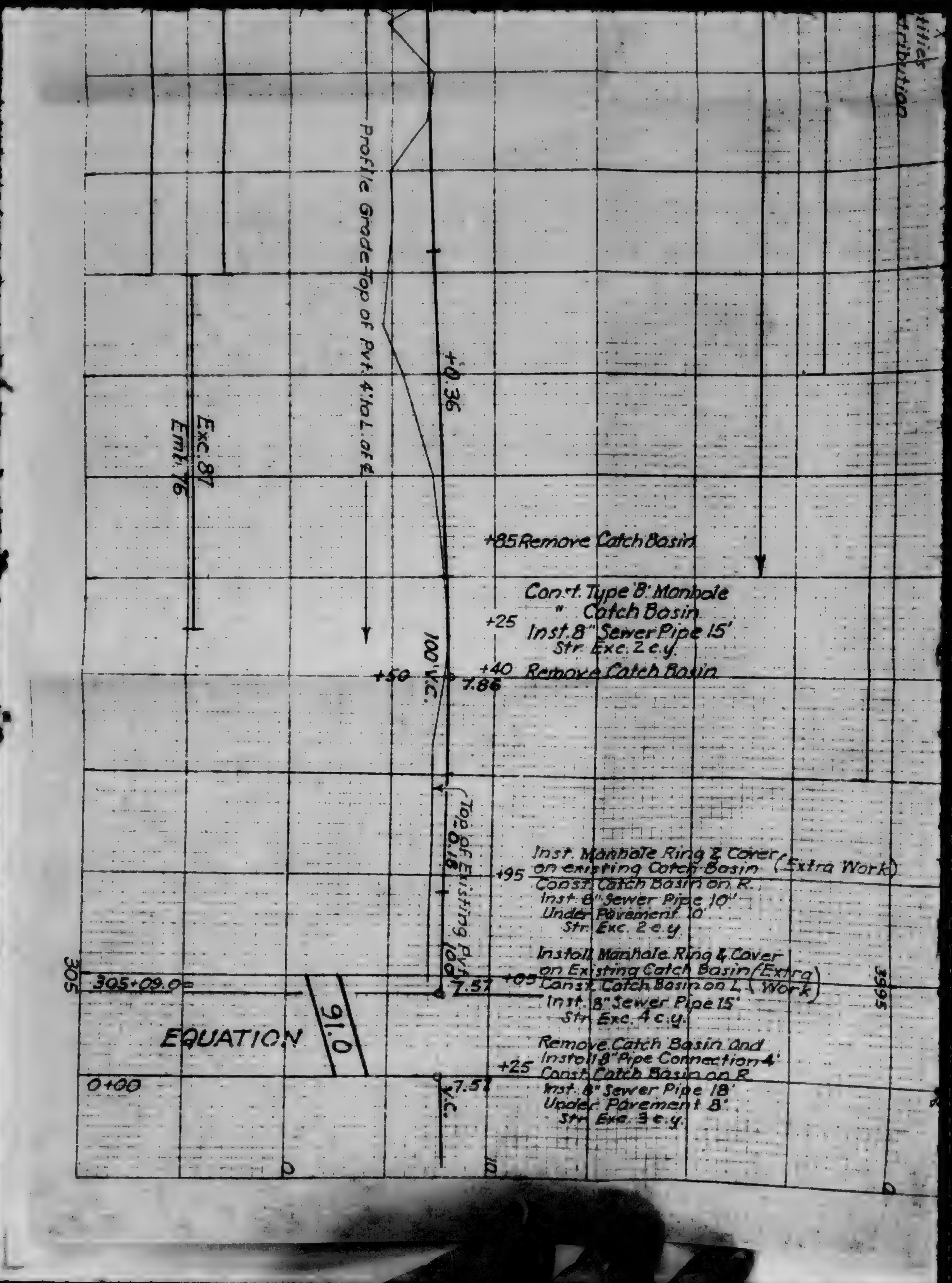

(for Side Track)
Main Track Grading Quantities included in Roadway distribution
3990
CURTIS
AVENUE
45'
32'
R.15'
56'
28°C.R.
Δ51°30'
T.98.7'
3" Water Main (in place)
Depress Curb 14'
End of Existing Pvt.+73
32'
40'
Depress Curb. 25'
P.O.T. 300+15.8
P.C. 300+17.95
Service Station
Wash Rack
Station Platform
P.T.
302+01.9
8'
19'
27'
Const. Concrete Traffic Island
R.20'
B (No.8)
22'
27'
25
302+28.08 P.C.
Benj. Light Base
Remove Catch Basin +85
Const. Type 'B' Manhole & Catch Basin +25
Inst. 8" Sewer Pipe 15'
Remove Catch Basin +40
27'
R.20'
R.2'
C (13A-F)
38°C.L.
Δ51°55'
T.76.6'
303+72.48 P.T.
FERRY AVE
C (13A-F)
8" Sewer Pipe (in place)
±20
26'
26'
4'
8" Sewer Pipe (in place)
±80
C
Insf. Manhole Ring & Cover on Existing Catch Basin +95
Const. Catch Basin on R.
Install 6" Sew. Pipe 10'
305
(13A-F)
Install Manhole Ring & Cover on Existing Catch Basin
Const. Catch Basin on L.
Install 8" Sewer Pipe 15'
305+03.64 = 0+00
EQUA.
AVE.
ELROD
75'
C (13A-F)
Remove Catch Basin and Install 8" Pipe Connec...
+25
Cover
(Extra Work)
Cover


Quantities
distribution
Main (in place)
P.O.T. 305+1.56
P.C. 300+17.95
Service Station
Station Platform
Wash Rack
P.T.
302+01.9
Const. Concrete Traffic Island
B (No.8)
R.20'
22'
27'
25'
19'
27'
302+28.08 P.C.
Beni. Light Base
Remove Catch Basin +85
Const. Type 'B' Manhole & Catch Basin +25
Inst. 8" Sewer Pipe 18'
Remove Catch Basin +40
C (13A-F)
R.20'
Δ 51°38'
T. 76.6'
℄ 303+72.48 P.T.
FERRY AVE.
C (13A-F)
8" Sewer Pipe (in place)
+20
26'
26'
4'
8" Sewer Pipe (in place)
+80
Inst. Manhole Ring & Cover on Existing Catch Basin +95
Const. Catch Basin on R.
Install 8" Sew. Pipe 10'
Cover (Extra Work)
Basin
on R.
ELROD
305
C
C (13A-F)
(13A-F)
Install Manhole Ring & Cover on Existing Catch Basin
Const. Catch Basin on L.
Install 8" Sewer Pipe 15'
305+03.64 = 0+00
EQUA. AVE.
Remove Catch Basin and Install 8" Pipe Connec. 4'
Const. Catch Basin on R.
Install 8" Sewer Pipe 18'
+25
75'
32'
+56
& Cover
Basin (Extra
on L. Work)
15'
3995
40'
40'
Construct 25' Conc. Driveway
+82
n and
ction 4'
on R.
18'
+53.5
6.00
4'

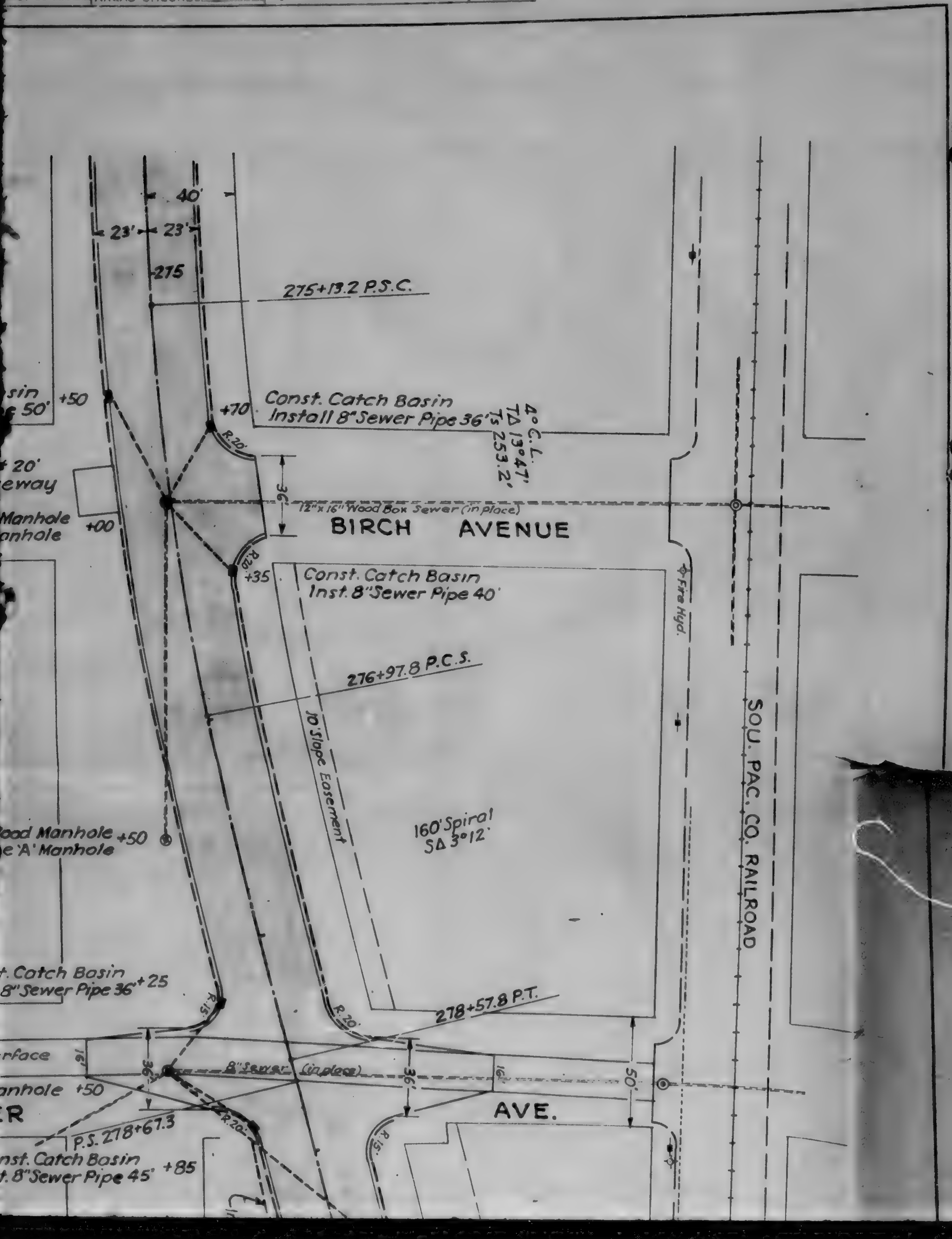
0
0
0
290
From Sta. 282+75
From Sta. 284
+04.6=
+05.1
150' V.C.
+40
8.20
From Hwy. Sta. 280+50
From Hwy. Sta. 281+75
Const. Catch Basin
+85 Inst. 8" Sewer Pipe 65'
Str. Exc. 12c.y. Under Pvt. 40 l.F.
Remove Catch Basin
+05 Const. Catch Basin
Inst. 8" Sewer Pipe 6'
Str. Exc. 2 c.y.
+20 Adjust Manhole
Remove Catch Basin
+50 Const. Catch Basin
Inst. 8" Sewer Pipe 10'
Str. Exc. 2c.y.
Under Pavement 5 l.F.
-0.55
Short O.H. 21600 Yd. Sta.
Long O.H. 72 C-Yd. Sta.
Short O.H. 21072 Yd. Sta.
Exc. 237
Emb. 206
Emb. 2783
+18 Remove Catch Basin
+40
200' V.C.
6.55
Const. 2 Catch Basins
+60 Inst. 8" Sewer Pipe 50'
Str. Exc. 9c.y. Under Pvt. 25 l.F.
Const. Type 'B' Manhole
+80 Install 12" Sewer Pipe 200'
Str. Exc. 30 c.y. Under Pvt. 25'
Adjust Catch Basin
+00 Constr. Catch Basin
Inst. 8" Sewer Pipe 75'
Str. Exc. 13 c.y.
Under Pvt. 25 l.F.
+65 Adjust Catch Basin
Long O.H. 110 C-Yd.
Emb. 3000 (for addit
Short O.H. 15048 Yd. Sta.
Roa
+0.33
295

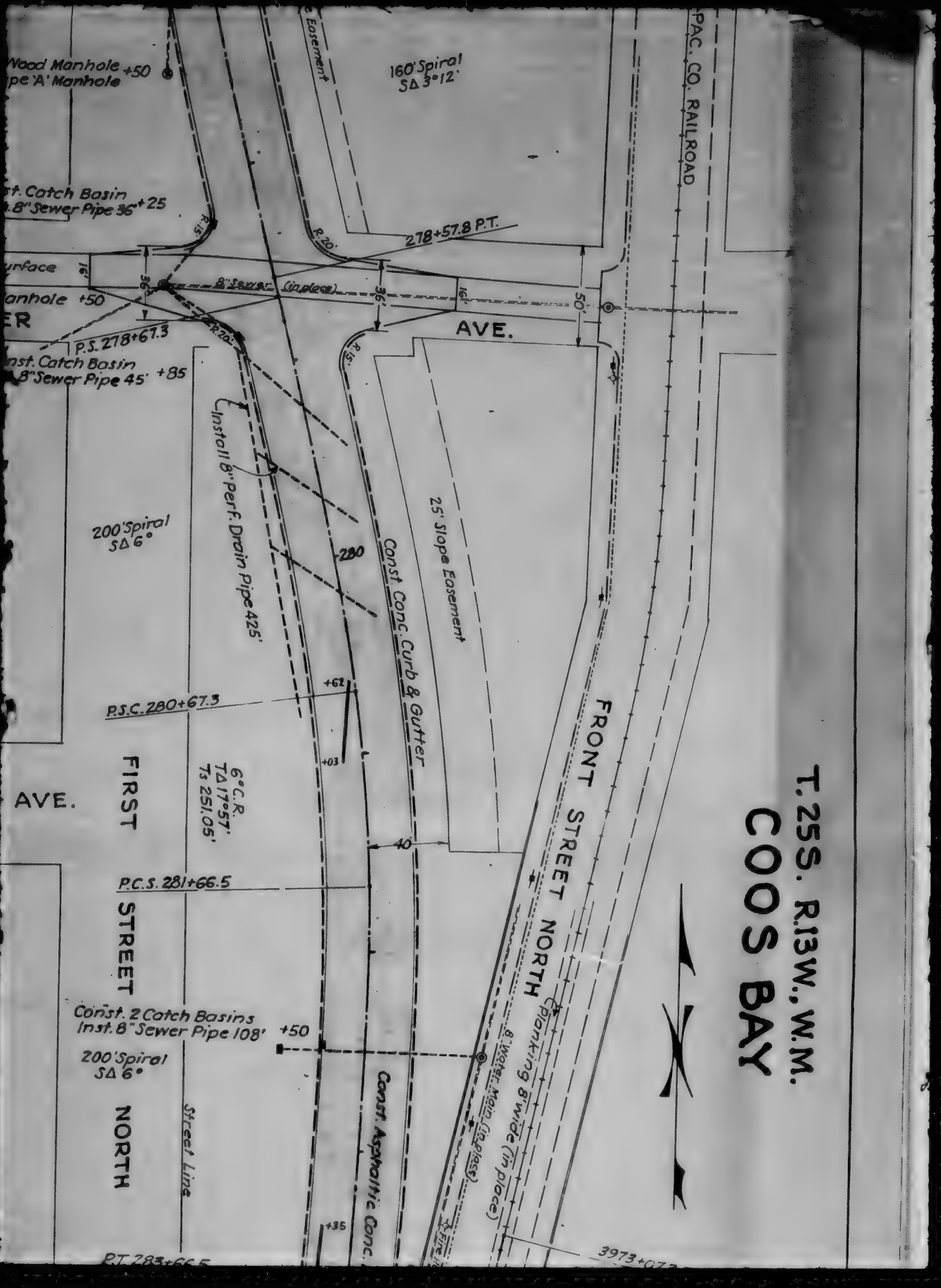

Exc. 237
Emb. 206
72 Yd. Sta.
Emb. 2783
200' V.C.
+40 6.55
+18 Remove Catch Basin
Const. 2 Catch Basins
+60 Inst. 8" Sewer Pipe 50'
Str. Exc. 9c.y. Under Pvt. 25 l.F.
Const. Type 'B' Manhole
+80 Install 12" Sewer Pipe 200'
Str. Exc. 30 c.y. Under Pvt. 25'
Adjust Catch Basin
+00 Constr. Catch Basin
Inst. 8" Sewer Pipe 75'
Str. Exc. 13 c.y.
Under Pvt. 25 l.F.
C-Yd. Sta.
Short O.H. 15048 Yd. Sta.
Emb. 3000 (for additional width)
Long O.H. 110 C-Yd. Sta.
+65 Adjust Catch Basin
295
+0.33
Rock Slope Protection on R.R. Emb. Sta. 287 to Sta. 303
Broken Concrete 1000 c.y.
Long O.H. 100 C-Yd. Sta.
+66 Adjust Catch Basin
+80 Remove Catch Basin
Profile Grade - Top of Pvt. 9' to R. of ℄
+50 100' V.C. 7.50
-0.41
+00 Remove Catch Basin
+15 Adjust Catch Basin
+50 Remove Catch Basin
+10 Adjust Catch Basin
Emb. 3054
Emb. 326
Exc. 375
Emb. 2090 (for sid
Const. 2 Catch Basins
+00 Inst. 8" Sewer Pipe 15'
Str. Exc. 3 c.y.

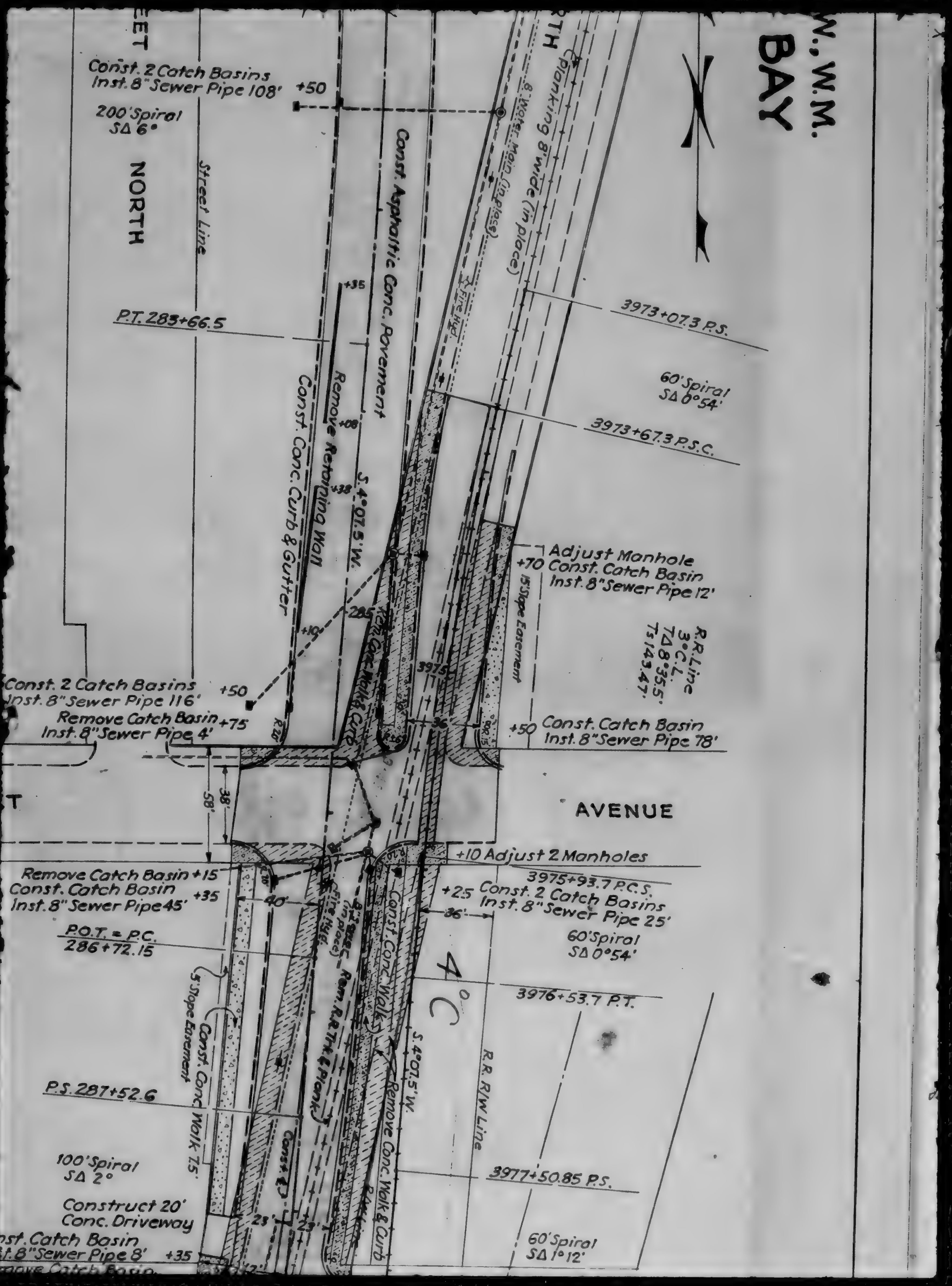

+50 Remove Catch Basin
87 to Sta. 303
+10 Adjust Catch Basin
Emb. 3054
Emb. 326
Exc. 375
Emb. 2090 (for side Track)
Const. 2 Catch Basins
+00 Inst. 8" Sewer Pipe 15'
Str. Exc. 2 c.y.
+20
440' V.C.
6.34
Main Track Grading Quantities included in Roadway distribution
300
+15.8
Profile Grade Top of Pvt. 4' to L. of ℄
+0.36
Exc. 87
Emb. 76
+85 Remove Catch Basin
Const. Type 'B' Manhole
" Catch Basin
+25
Inst. 8" Sewer Pipe 15'
Str. Exc. 2 c.y.
100' V.C.
+50
+40 Remove Catch Basin
7.86

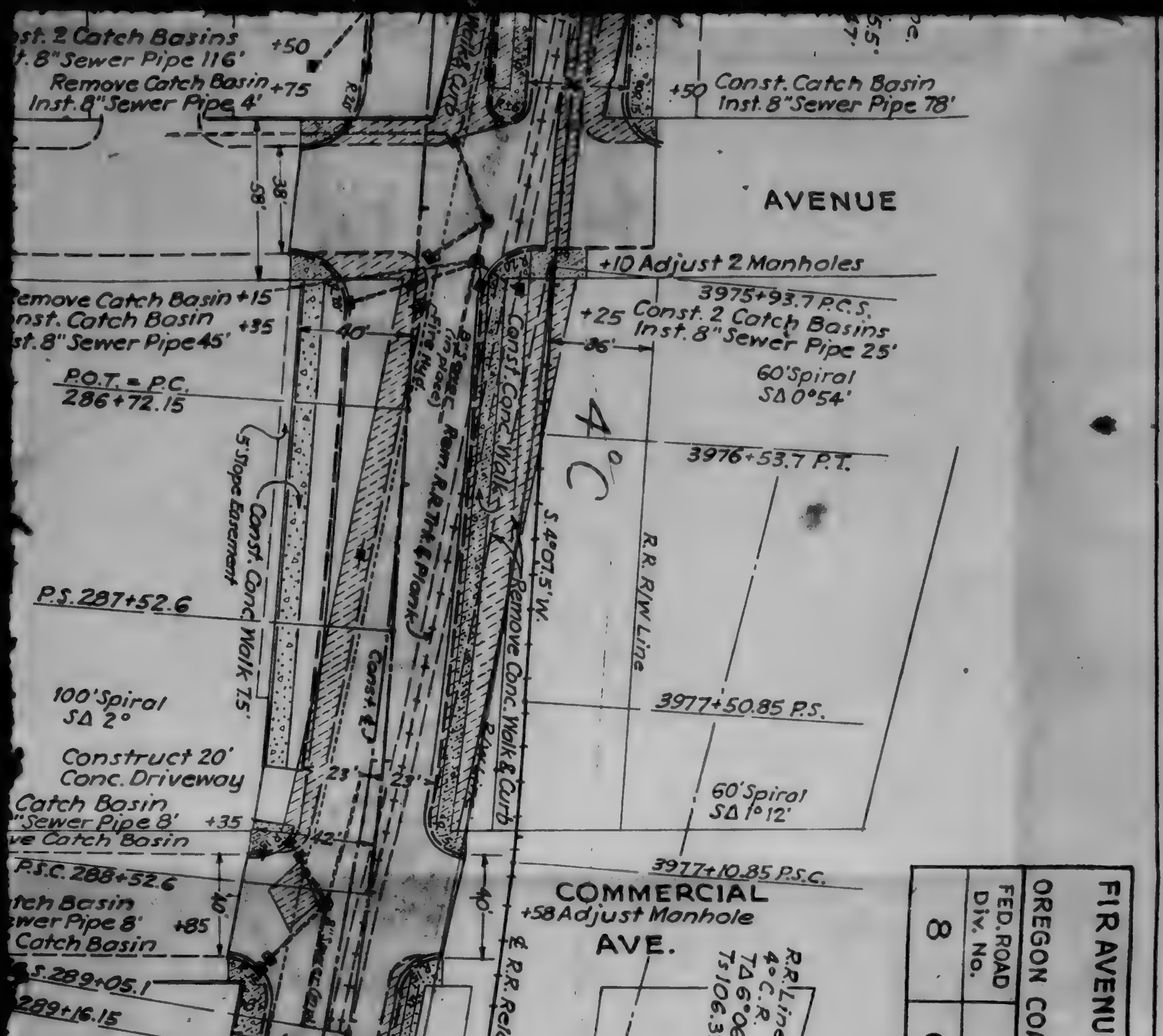

tities
tribution
Profile Grade Top of Pvt. 4' to L. of ℄
+0.36
Exc. 87
Emt. 76
+85 Remove Catch Basin
Const. Type 'B' Manhole
" Catch Basin
+25
Inst. 8" Sewer Pipe 15'
Str. Exc. 2 c.y.
100' V.C.
+50
+40 Remove Catch Basin
7.86
Top of Existing Pvt.
-0.18
100'
+95
Inst. Manhole Ring & Cover on existing Catch Basin (Extra Work)
Const. Catch Basin on R.
Inst. 8" Sewer Pipe 10'
Under Pavement 10'
Str. Exc. 2 c.y.
Install Manhole Ring & Cover on Existing Catch Basin (Extra Work)
+05
Const. Catch Basin on L.
Inst. 8" Sewer Pipe 15'
Str. Exc. 4 c.y.
305
305+09.0=
7.57
EQUATION
91.0
3995
Remove Catch Basin and Install 8" Pipe Connection 4'
+25
Const. Catch Basin on R.
Inst. 8" Sewer Pipe 18'
Under Pavement 8'
Str. Exc. 3 c.y.
0+00
7.57
V.C.
0
10
0

		BY	DATE
FINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		


40'
23'
23'
275
275+13.2 P.S.C.
sin
50'
+50
Const. Catch Basin
Install 8" Sewer Pipe 36'
+70
4° C.L.
TΔ 13°47'
Ts 253.2'
R.20'
20'
eway
Manhole
anhole
+00
36'
12"x 16" Wood Box Sewer (in place)
BIRCH AVENUE
R.20'
+35
Const. Catch Basin
Inst. 8" Sewer Pipe 40'
Fire Hyd.
276+97.8 P.C.S.
10' Slope Easement
SOU. PAC. CO. RAILROAD
ood Manhole +50
e 'A' Manhole
160' Spiral
SΔ 3°12'
t. Catch Basin
8" Sewer Pipe 36' +25
R.15'
R.20'
278+57.8 P.T.
urface
16'
36'
8" Sewer (in place)
36'
16'
50'
anhole +50
ER
AVE.
R.20'
R.15'
P.S. 278+67.3
nst. Catch Basin
st. 8" Sewer Pipe 45' +85


Wood Manhole +50
pe 'A' Manhole
Easement
160' Spiral
SΔ 3°12'
PAC. CO. RAILROAD
st. Catch Basin
.8" Sewer Pipe 36' +25
R.15'
R.20'
278+57.8 P.T.
urface
16'
36'
8" Sewer (in place)
36'
16'
50'
anhole +50
ER
AVE.
P.S. 278+67.3
R.20'
nst. Catch Basin
8" Sewer Pipe 45' +85
R.15'
Install 8" Perf. Drain Pipe 425'
25' Slope Easement
200' Spiral
SΔ 6°
280
Const. Conc. Curb & Gutter
+62
P.S.C. 280+67.3
+03
FRONT STREET NORTH
AVE.
FIRST
6° C.R.
TΔ 17°57'
Ts 251.05'
40
P.C.S. 281+66.5
STREET
T. 25 S. R. 13 W., W.M.
COOS BAY
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 108'
+50
200' Spiral
SΔ 6°
Planking 8' wide (in place)
8" Water Main (in place)
NORTH
Street Line
Const. Asphaltic Conc.
+35
Fire
P.T. 283+66.5
3973+07


W., W.M.
BAY
EET
NORTH
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 108'
+50
200' Spiral
SΔ 6°
Street Line
Const. Asphaltic Conc. Pavement
Planking 8' wide (in place)
8" Water Main (in place)
Fire Hyd.
+35
P.T. 283+66.5
3973+07.3 P.S.
60' Spiral
SΔ 0°54'
3973+67.3 P.S.C.
Remove Retaining Wall
Const. Conc. Curb & Gutter
+08
+38
S. 4°07.5' W.
Adjust Manhole
+70 Const. Catch Basin
Inst. 8" Sewer Pipe 12'
5' Slope Easement
R.R. Line
3° C.L.
TΔ 8°35.5'
Ts 143.47'
285
Rem. Conc. Walk & Curb
3975
+10
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 116'
+50
Remove Catch Basin +75
Inst. 8" Sewer Pipe 4'
36
+50 Const. Catch Basin
Inst. 8" Sewer Pipe 78'
58'
38'
T
AVENUE
+10 Adjust 2 Manholes
Remove Catch Basin +15
Const. Catch Basin
Inst. 8" Sewer Pipe 45'
+35
40'
3975+93.7 P.C.S.
+25 Const. 2 Catch Basins
Inst. 8" Sewer Pipe 25'
36'
P.O.T. = P.C.
286+72.15
60' Spiral
SΔ 0°54'
Fire Hyd.
Const. Conc. Walk
4°C
3976+53.7 P.T.
5' Slope Easement
Const. Conc. Walk
Rem. R.R. Trk. & Plank
S. 4°07.5' W.
Remove Conc. Walk & Curb
R.R. R/W Line
P.S. 287+52.6
Const. Conc. Walk 7.5'
Const. ℄
100' Spiral
SΔ 2°
3977+50.85 P.S.
Construct 20'
Conc. Driveway
23'
23'
nst. Catch Basin
st. 8" Sewer Pipe 8'
+35
move Catch Basin
60' Spiral
SΔ 1°12'


st. 2 Catch Basins
t. 8" Sewer Pipe 116'
+50
Remove Catch Basin +75
Inst. 8" Sewer Pipe 4'
+50 Const. Catch Basin
Inst. 8" Sewer Pipe 78'
AVENUE
58'
38'
+10 Adjust 2 Manholes
3975+93.7 P.C.S.
Remove Catch Basin +15
nst. Catch Basin
st. 8" Sewer Pipe 45'
+35
40'
+25 Const. 2 Catch Basins
Inst. 8" Sewer Pipe 25'
86'
60' Spiral
SΔ 0°54'
P.O.T. = P.C.
286+72.15
4° C
Fire Hyd.
Rem. R.R. Trk. & Plank
Const. Conc. Walk
5' Slope Easement
Const. Conc. Walk 7.5'
3976+53.7 P.T.
S. 4°07.5' W.
Remove Conc. Walk & Curb
R.R. R/W Line
P.S. 287+52.6
Const. ℄
100' Spiral
SΔ 2°
3977+50.85 P.S.
Construct 20'
Conc. Driveway
23'
23'
Catch Basin
" Sewer Pipe 8'
+35
ve Catch Basin
42'
60' Spiral
SΔ 1°12'
P.S.C. 288+52.6
3977+10.85 P.S.C.
COMMERCIAL
AVE.
+58 Adjust Manhole
40'
40'
tch Basin
ewer Pipe 8'
+85
Catch Basin
S. 289+05.1
289+16.15
℄ R.R. Reloc.
R.R. Line
4° C.R.
TΔ 6°06'
Ts 106.33'
42'
100' Spiral
SΔ 2°
Remove Pavement
Street Line
Remove and Const. Curb
3979+03.35 P.C.S.
Const. Line
290+04.6 =
90+05.1
60' Spiral
SΔ 1°12'
23'
290
3979+63.35 P.T.
Remove and Const. Walk.
3980
42'
40'
9'
36'

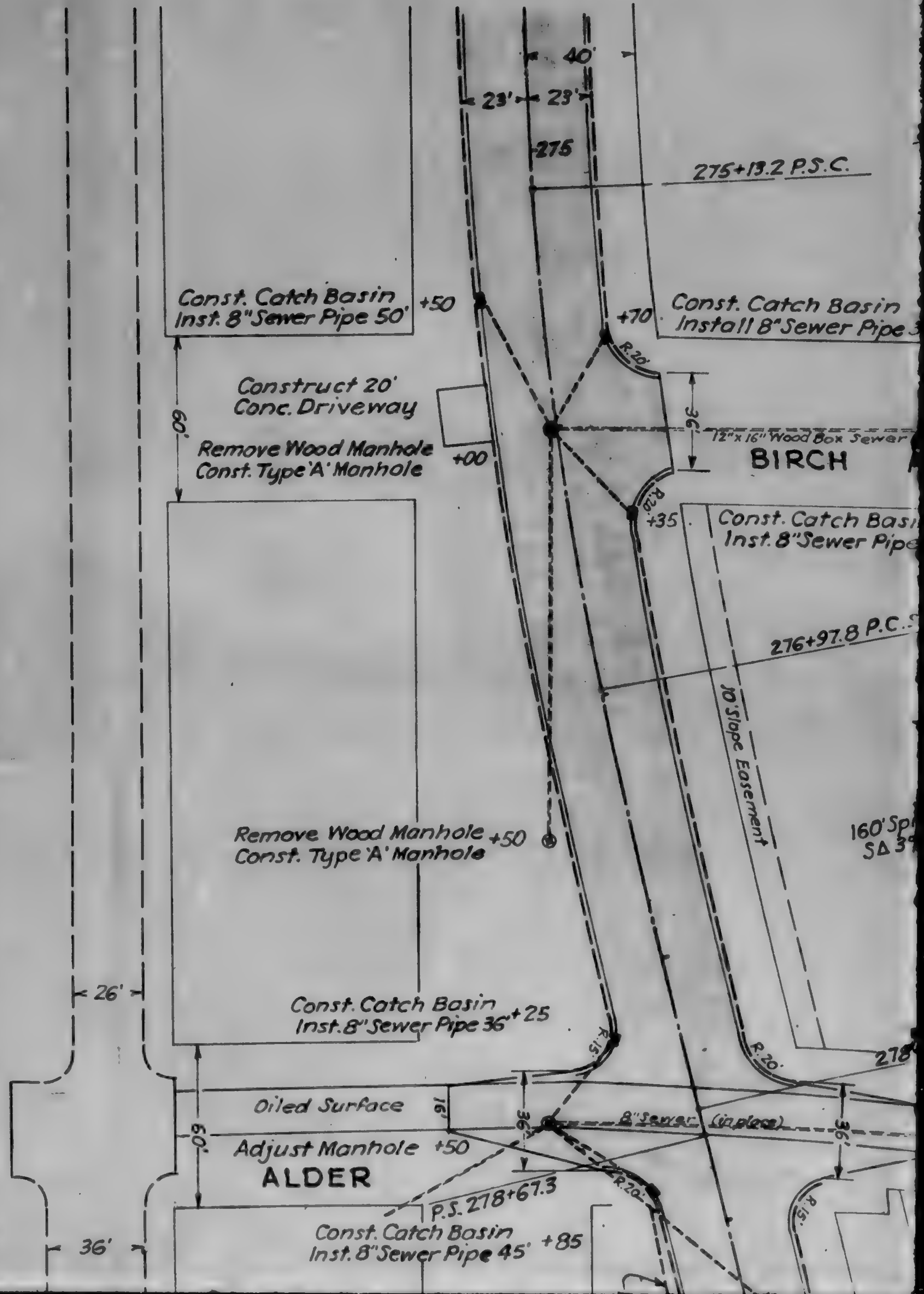
FIR AVENUE - INGERSOLL AVE. SECTION
COOS BAY
OREGON COAST HIGHWAY COOS COUNTY

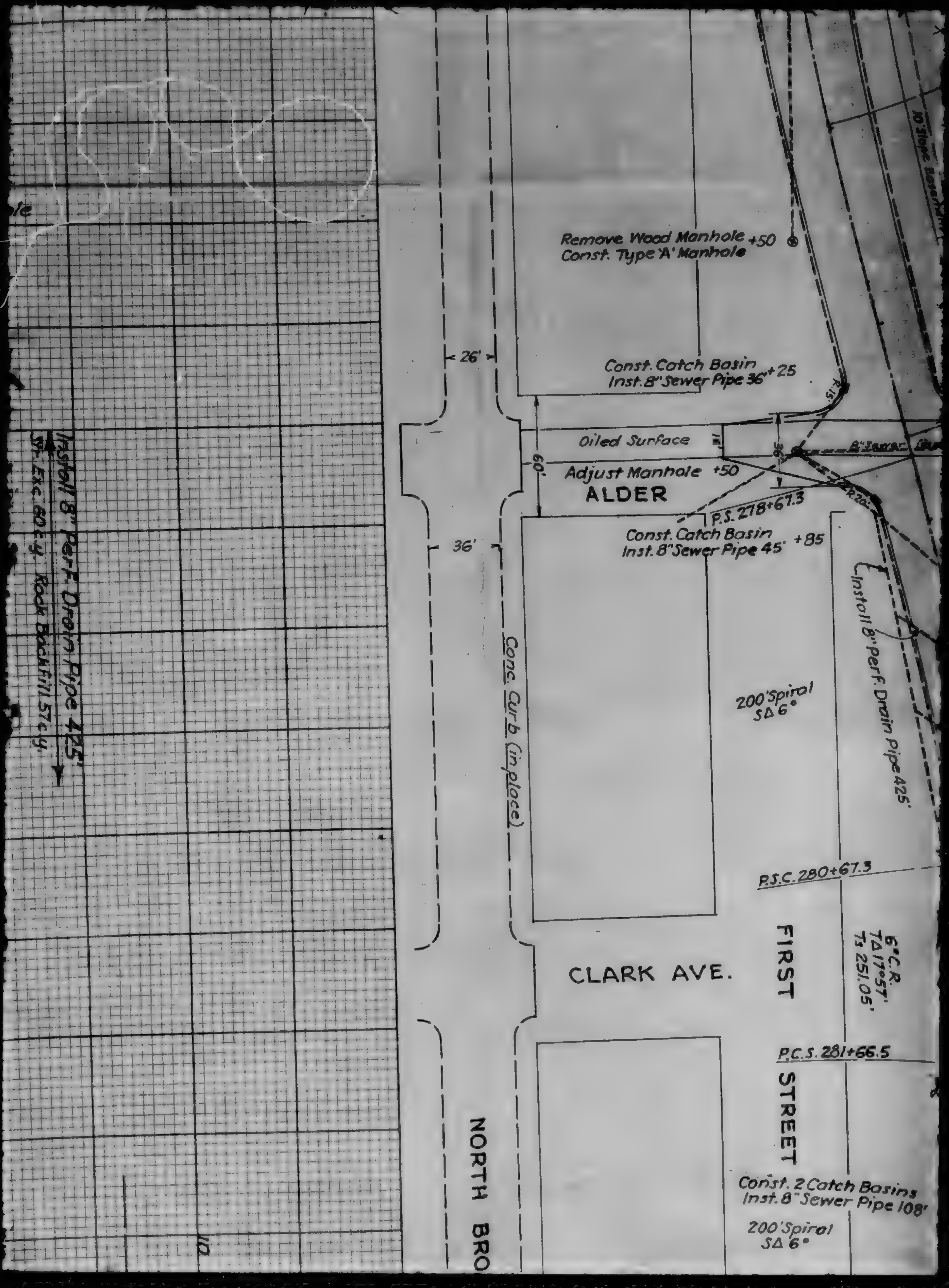
FED. ROAD DIV. No.	STATE	PROJECT NUMBER	FISCAL YEAR	SHEET No.	TOTAL SHEETS
8	OREGON	F-14-1(12)		4	See Index

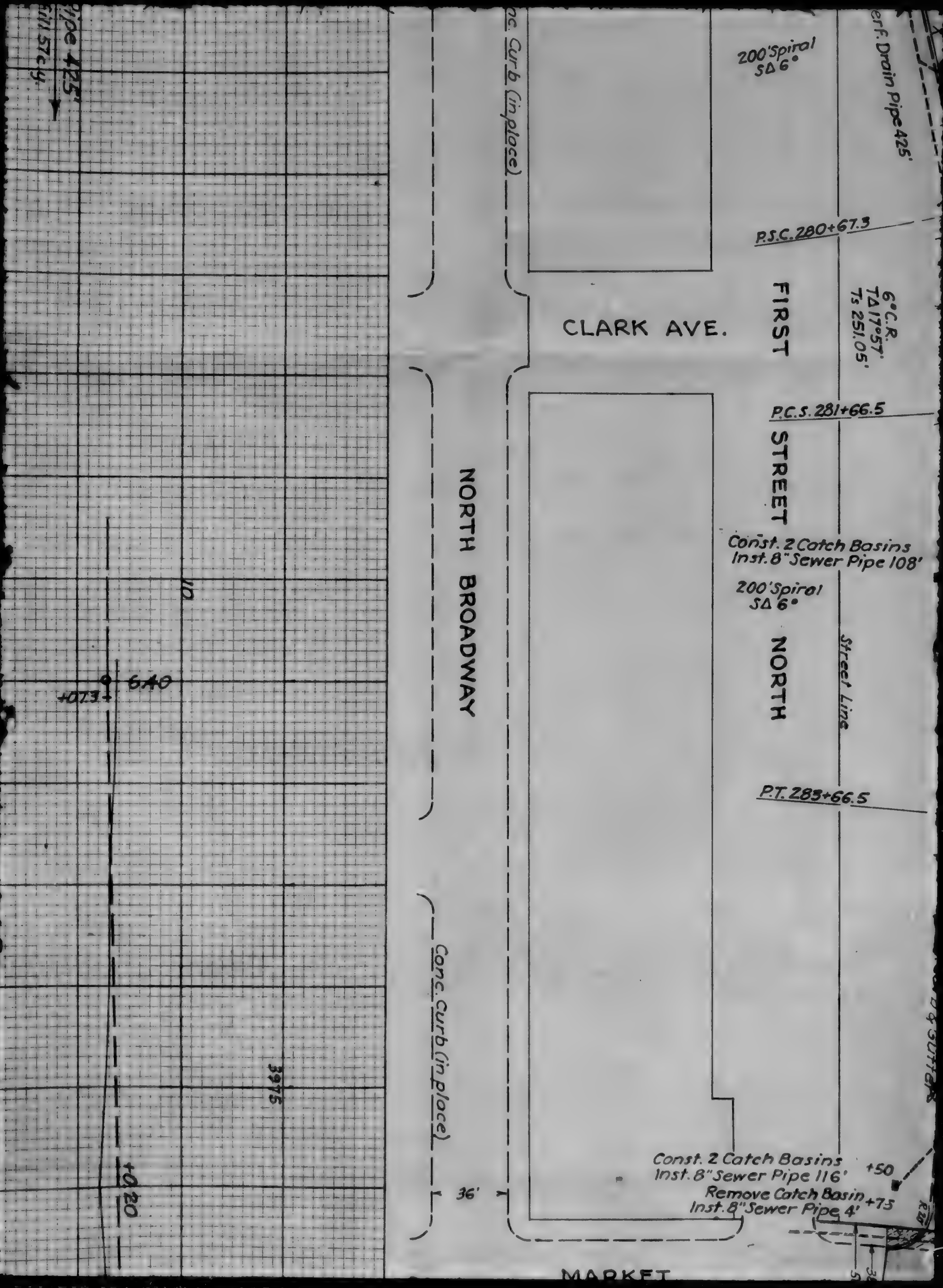
4

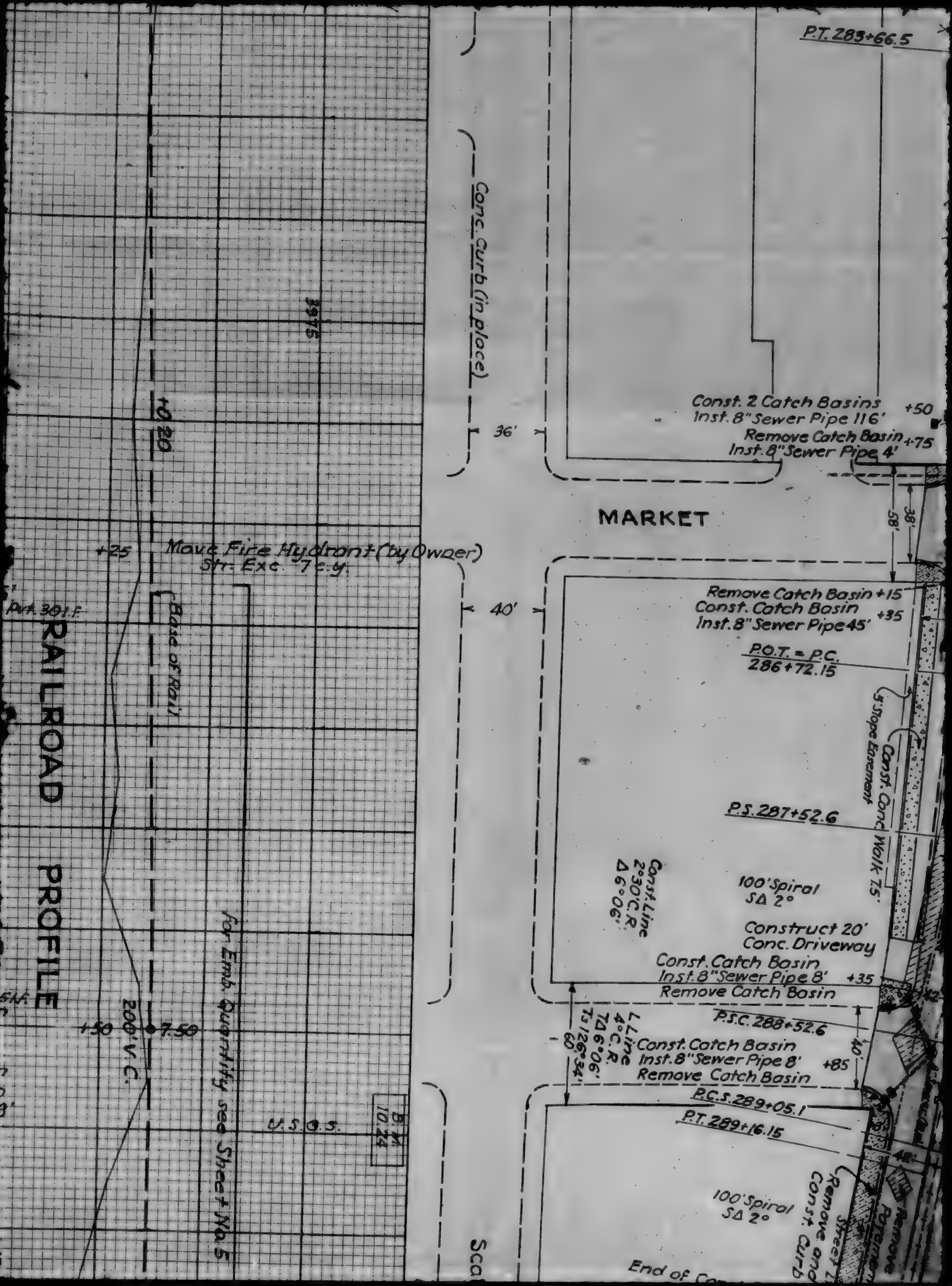
DATE

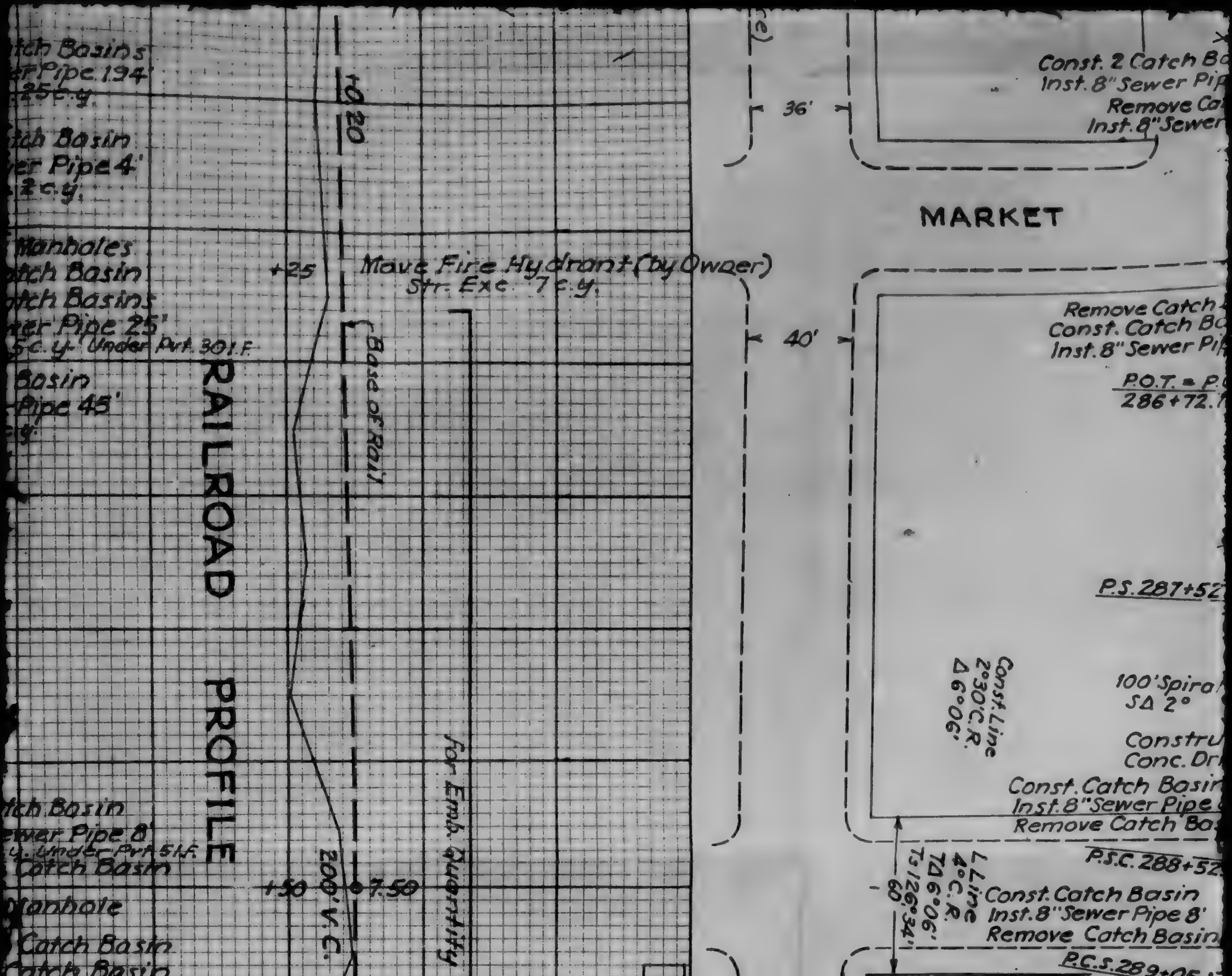
FINAL SURVEY		BY
	SURVEYED	
	PLOTTED	
NOTE BOOK	TEMPLATE	
	AREAS	
NO.	AREAS CHECKED	


40'
23'
23'
275
275+13.2 P.S.C.
Const. Catch Basin
Inst. 8" Sewer Pipe 50'
+50
+70
Const. Catch Basin
Install 8" Sewer Pipe 3
R.20'
Construct 20'
Conc. Driveway
60'
36'
12"x 16" Wood Box Sewer
Remove Wood Manhole
Const. Type 'A' Manhole
+00
BIRCH
R.20'
+35
Const. Catch Basi
Inst. 8" Sewer Pipe
276+97.8 P.C.S
10' Slope Easement
160' Spi
SΔ 3°
Remove Wood Manhole
Const. Type 'A' Manhole
+50
26'
Const. Catch Basin
Inst. 8" Sewer Pipe 36'
+25
R.15'
R.20'
278
Oiled Surface
16'
36'
8" Sewer (in place)
36'
60'
Adjust Manhole
+50
ALDER
R.20'
R.15'
P.S. 278+67.3
Const. Catch Basin
Inst. 8" Sewer Pipe 45'
+85
36'


le
Install 8" Perf. Drain Pipe 425'
Str. Exc. 60 c.y. Rock Backfill 57 c.y.
10' Slope Ease
Remove Wood Manhole +50
Const. Type 'A' Manhole
26'
Const. Catch Basin
Inst. 8" Sewer Pipe 36' +25
R.15'
Oiled Surface
15'
36'
8" Sewer
60'
Adjust Manhole +50
ALDER
R.20'
P.S. 278+67.3
Const. Catch Basin
Inst. 8" Sewer Pipe 45' +85
36'
Install 8" Perf. Drain Pipe 425'
Conc. Curb (in place)
200' Spiral
SΔ 6°
P.S.C. 280+67.3
FIRST
CLARK AVE.
6° C.R.
TΔ 17°57'
Ts 251.05'
P.C.S. 281+66.5
STREET
NORTH BRO
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 108'
200' Spiral
SΔ 6°
10

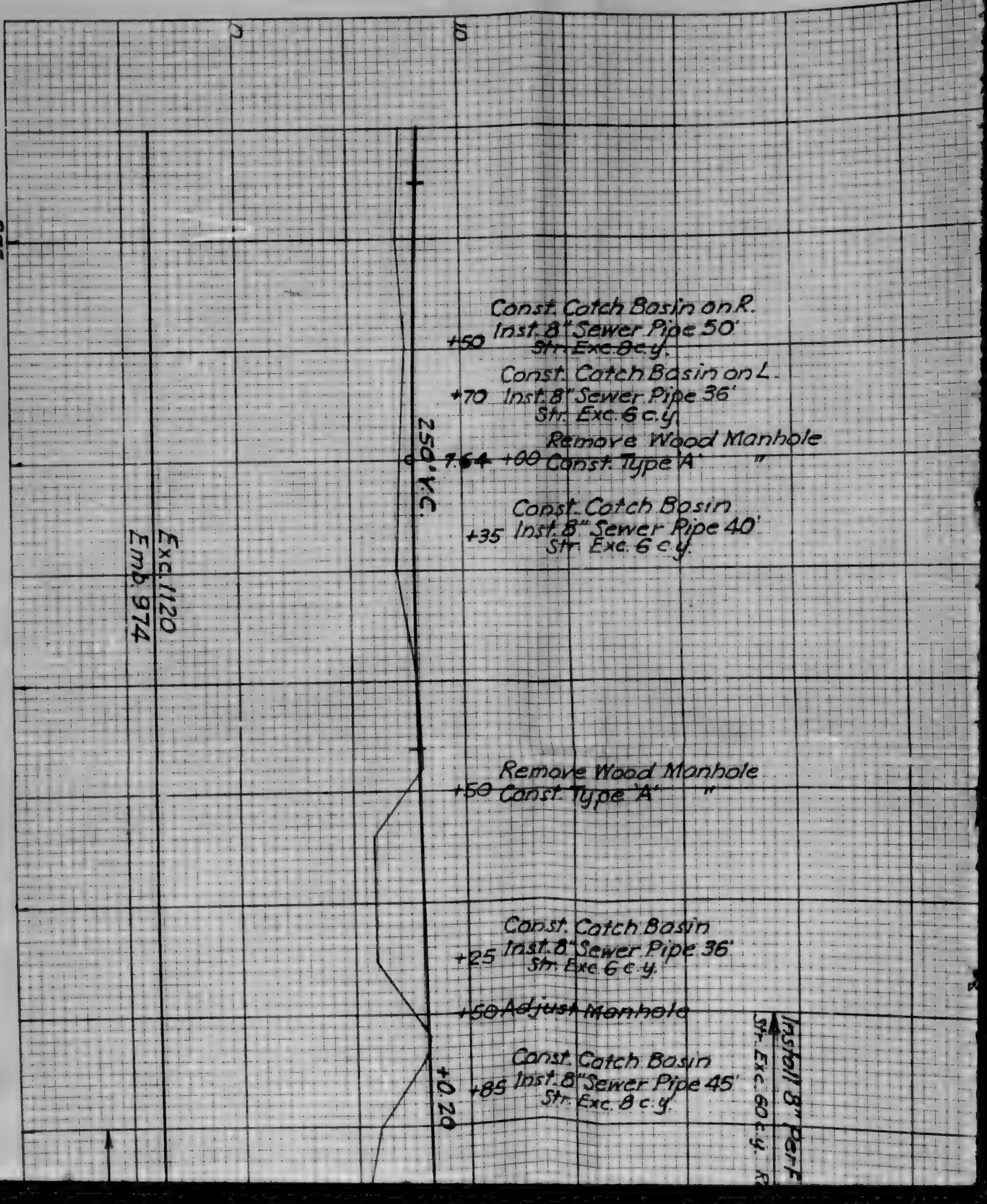
ipe 425'
ill 57c.y.
10
6.40
+07.3
3975
+0.20
nc. Curb (in place)
NORTH BROADWAY
Conc. Curb (in place)
36'
CLARK AVE.
MARKET
erf. Drain Pipe 425'
200'Spiral
SΔ 6°
P.S.C. 280+67.3
FIRST
STREET
NORTH
6° C.R.
TΔ 17°57'
Ts 251.05'
P.C.S. 281+66.5
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 108'
200'Spiral
SΔ 6°
Street Line
P.T. 283+66.5
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 116'
+50
Remove Catch Basin
Inst. 8" Sewer Pipe 4'
+75
R.W
& GUTTER

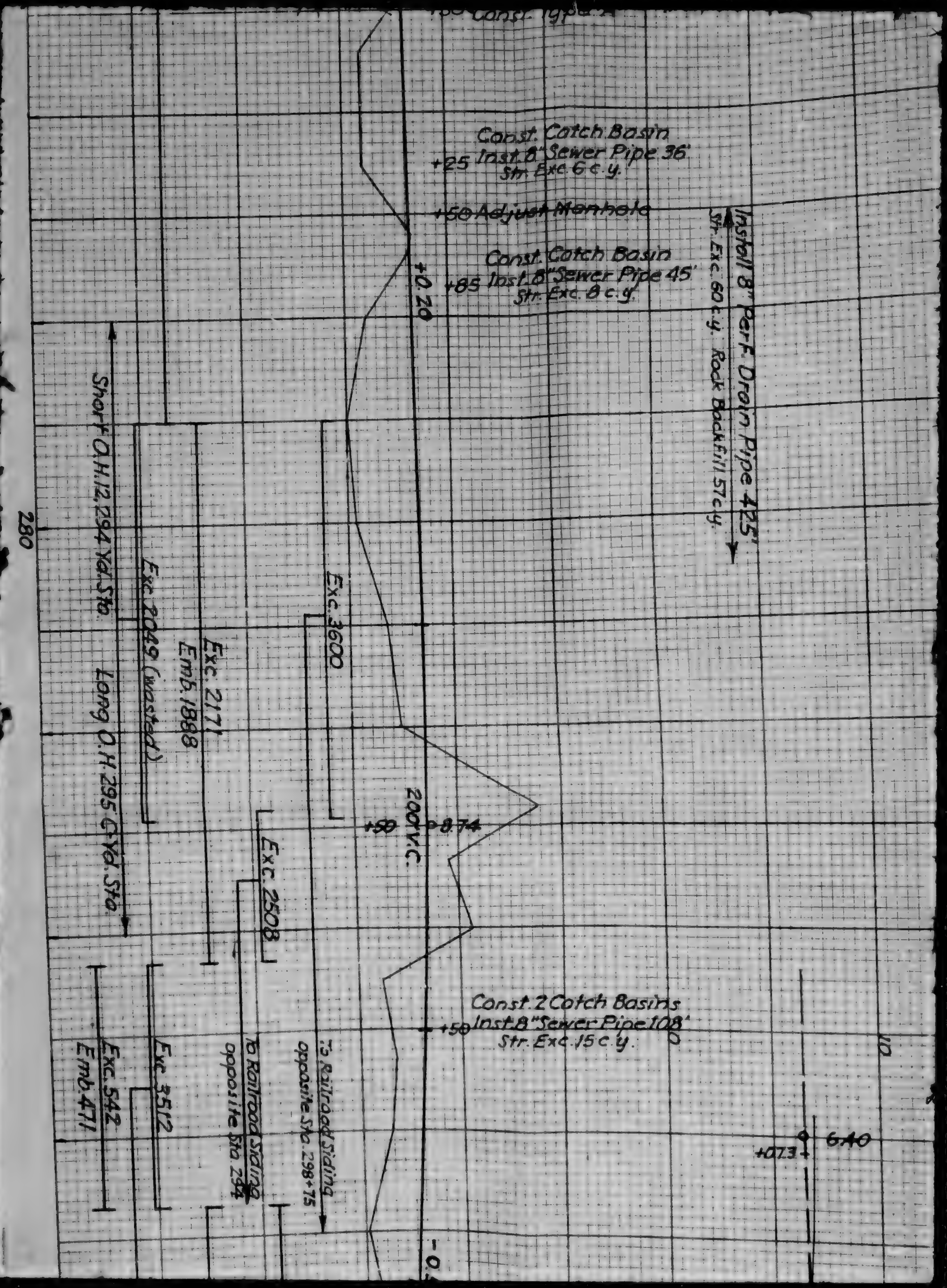

P.T. 283+66.5
Conc. Curb (in place)
3975
+0.20
36'
Const. 2 Catch Basins
Inst. 8" Sewer Pipe 116'
+50
Remove Catch Basin
+75
Inst. 8" Sewer Pipe 4'
MARKET
58'
38'
+25
Move Fire Hydrant (by Owner)
Str. Exc. 7 c.y.
Prt. 301 F.
Base of Rail
40'
Remove Catch Basin +15
Const. Catch Basin
+35
Inst. 8" Sewer Pipe 45'
P.O.T. = P.C.
286+72.15
5' Slope Easement
Const. Conc. Walk 7.5'
RAILROAD PROFILE
P.S. 287+52.6
Const. Line
2°30' C.R.
Δ 6°06'
100' Spiral
SΔ 2°
Construct 20'
Conc. Driveway
Const. Catch Basin
Inst. 8" Sewer Pipe 8'
+35
Remove Catch Basin
for Emb. Quantity see Sheet No. 5
+50
200' V.C.
7.50
P.S.C. 288+52.6
L. Line
4° C.R.
TΔ 6°06'
TS 126.34'
60'
40'
Const. Catch Basin
Inst. 8" Sewer Pipe 8'
+85
Remove Catch Basin
P.C.S. 289+05.1
P.T. 289+16.15
U.S.G.S.
B.M.
10.24
100' Spiral
SΔ 2°
Remove and
Const. Curb
Sheet
Remove Pavement
Sca
End of Co

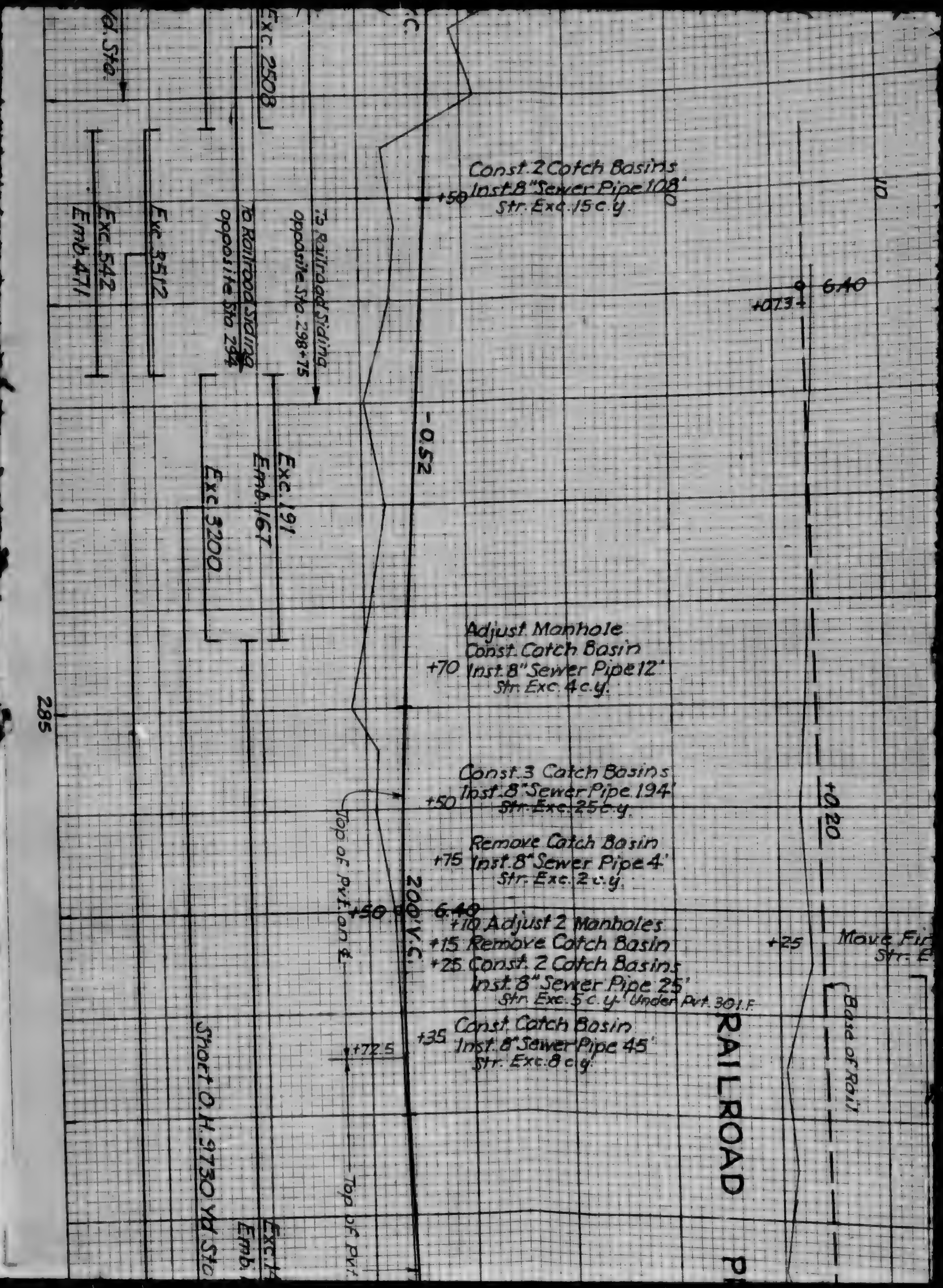


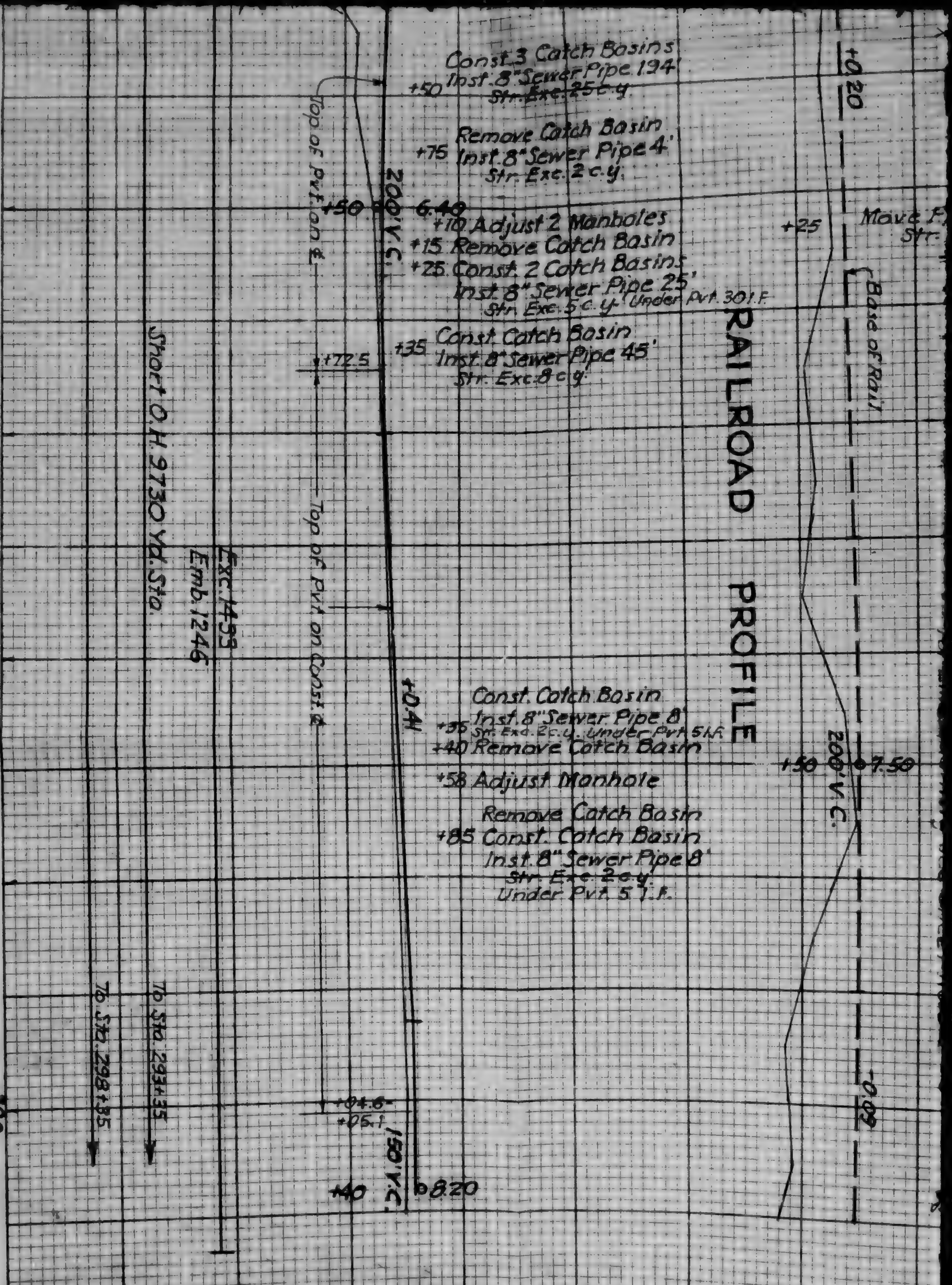
tch Basins
er Pipe 194'
25 c.y.
tch Basin
er Pipe 4'
2 c.y.
Manholes
atch Basin
atch Basins
er Pipe 25'
5 c.y. Under Pvt. 30 I.F.
Basin
Pipe 45'
c.y.
tch Basin
ewer Pipe 8'
c.y. Under Pvt. 5 I.F.
Catch Basin
Manhole
Catch Basin
Catch Basin
Sewer Pipe 8'
2 c.y.
Pvt. 5 I.F.
RAILROAD PROFILE
+0
20
+25
+50
200' V.C.
7.50
0.00
Base of Rail
Move Fire Hydrant (by Owner)
Str. Exc. 7 c.y.
for Emb. Quantity see Sheet No. 5
U.S.C.S.
B.M. 10.24
3980
0
10
36'
40'
MARKET
Const. 2 Catch Ba
Inst. 8" Sewer Pip
Remove Ca
Inst. 8" Sewer
Remove Catch
Const. Catch Ba
Inst. 8" Sewer Pip
P.O.T. = P.
286+72.1
P.S. 287+52
Const. Line
2°30' C.R.
Δ 6°06'
100' Spira
SΔ 2°
Constru
Conc. Dr
Const. Catch Basin
Inst. 8" Sewer Pipe
Remove Catch Ba
P.S.C. 288+52
L Line
4° C.R.
TΔ 6°06'
Ts 126° 34'
60
Const. Catch Basin
Inst. 8" Sewer Pipe 8'
Remove Catch Basin
P.C.S. 289+05.1
P.T. 289+16.15
100' Spiral
SΔ 2°
Curb
End of Const. Line
P.O.T. 290+04.6 =
P.T. 290+05.1
Remove and
Const. Walk.
Scale: 1" = 5' Ver.
50' Hor.

		BY	DATE
ORIGINAL SURVEY	SURVEYED		
	PLOTTED		
NOTE BOOK	TEMPLATE		
	AREAS		
NO.	AREAS CHECKED		


5
10
275
Const. Catch Basin on R.
+50 Inst. 8" Sewer Pipe 50'
Str. Exc. 8 c.y.
Const. Catch Basin on L.
+70 Inst. 8" Sewer Pipe 36'
Str. Exc. 6 c.y.
250' V.C.
Remove Wood Manhole
7.64 +00 Const. Type 'A' "
Const. Catch Basin
+35 Inst. 8" Sewer Pipe 40'
Str. Exc. 6 c.y.
Exc. 1120
Emb. 974
Remove Wood Manhole
+50 Const. Type 'A' "
Const. Catch Basin
+25 Inst. 8" Sewer Pipe 36'
Str. Exc. 6 c.y.
+50 Adjust Manhole
Const. Catch Basin
+85 Inst. 8" Sewer Pipe 45'
Str. Exc. 8 c.y.
+0.20
Install 8" Perf
Str. Exc. 60 c.y.


Const. Type
Const. Catch Basin
+25 Inst. 8" Sewer Pipe 36'
Str. Exc. 6 c.y.
~~+50 Adjust Manhole~~
Const. Catch Basin
+85 Inst. 8" Sewer Pipe 45'
Str. Exc. 8 c.y.
+0.20
Install 8" Perf. Drain Pipe 475'
Str. Exc. 60 c.y. Rock Backfill 57 c.y.
280
Short O.H. 12,294 Yd. Sta.
Long O.H. 295 C.Yd. Sta.
Exc. 2049 (wasted)
Exc. 2171
Emb. 1888
Exc. 3600
+50
8.74
200' V.C.
Exc. 2508
Const. 2 Catch Basins
+50 Inst. 8" Sewer Pipe 108'
Str. Exc. 15 c.y.
10
+07.3
6.40
Exc. 542
Emb. 471
Exc. 3512
To Railroad Siding
opposite Sta. 294
To Railroad Siding
opposite Sta. 298+75
-0.


Yd. Sta.
Exc. 2508
Exc. 542
Emb. 471
Exc. 3512
To Railroad Siding opposite Sta. 294
To Railroad Siding opposite Sta. 298+75
C
Const. 2 Catch Basins
+50 Inst. 8" Sewer Pipe 108'
Str. Exc. 15 c.y.
10
6.40
+07.3
-0.52
Exc. 191
Emb. 167
Exc. 3200
Adjust Manhole
Const. Catch Basin
+70 Inst. 8" Sewer Pipe 12'
Str. Exc. 4 c.y.
285
Const. 3 Catch Basins
+50 Inst. 8" Sewer Pipe 194'
Str. Exc. 25 c.y.
Remove Catch Basin
+75 Inst. 8" Sewer Pipe 4'
Str. Exc. 2 c.y.
Top of Pvt. on ℄
200' V.C.
+50 6.48
+10 Adjust 2 Manholes
+15 Remove Catch Basin
+25 Const. 2 Catch Basins
Inst. 8" Sewer Pipe 25'
Str. Exc. 5 c.y. Under Pvt. 301 F.
+35 Const. Catch Basin
Inst. 8" Sewer Pipe 45'
Str. Exc. 8 c.y.
+72.5
+0.20
+25
Move Fir
Str. E
Base of Rail
RAILROAD P
Short O.H. 9730 Yd. Sta.
Emb.
Exc. 1
Top of Pvt.


Const. 3 Catch Basins
+50 Inst. 8" Sewer Pipe 194'
Str. Exc. 25 c.y.
Remove Catch Basin
+75 Inst. 8" Sewer Pipe 4'
Str. Exc. 2 c.y.
+50 6.40
200' V.C.
+10 Adjust 2 Manholes
+15 Remove Catch Basin
+25 Const. 2 Catch Basins
Inst. 8" Sewer Pipe 25'
Str. Exc. 5 c.y. Under Pvt. 30 L.F.
+35 Const. Catch Basin
Inst. 8" Sewer Pipe 45'
Str. Exc. 8 c.y.
+72.5
Top of Pvt. on ℄
Top of Pvt. on Const. ℄
RAILROAD PROFILE
Short O.H. 9730 Yd. Sta.
Exc. 1453
Emb. 1246
+0.41
Const. Catch Basin
+35 Inst. 8" Sewer Pipe 8'
Str. Exc. 2 c.y. Under Pvt. 5 L.F.
+40 Remove Catch Basin
+58 Adjust Manhole
Remove Catch Basin
+85 Const. Catch Basin
Inst. 8" Sewer Pipe 8'
Str. Exc. 2 c.y.
Under Pvt. 5 L.F.
+0.20
+25
Move F
Str.
Base of Rail
+50 200' V.C. 7.50
-0.09
To Sta. 298+35
To Sta. 293+35
290
+04.6
+05.1
150' V.C.
+40 8.20
0
10
0
10

RECEIVED
OCT 23 1951
FOR FILING

7-147(12)

Query

December 22, 1950

Mr. L. P. Hopkins, Superintendent
Southern Pacific Company
Union Station
Portland 9, Oregon

Dear Sir:

We are enclosing herewith, two copies of an agreement between the State of Oregon, by and through its State Highway Commission and the Southern Pacific Company covering exchange of property relocation of the Southern Paific Company's tracks, etc. in connection with the Front Street highway project at Coos Bay. These copies have been executed by the State Highway Commission and are now ready for the signatures of the proper Officials of the Railroad Company.

Will you please return one fully executed copy of the above agreement to this office for the Commission's files.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

FM
encl. 2

cc - Mr. J. M. Devers
Mr. J. W. DeSouza

ch'd 3-15-51
Not returned

5-11-51

8-2 Has it been returned?

8-7- No rn

On 1-26-51 SP Co. says agreement not satisfactory - ask for amendment (see JWMcC file 1428)

De Souza still working on this agreement 7-10-51 rn.

COMMISSION MEETING DECEMBER 19, 20, 1950

Rev & sign

AGENDA ITEM 2 d. Discuss proposed agreement with Southern Pacific Company covering exchange of properties in connection with Front Street project in Coos Bay. Authorized by Commission on May 26, 1950. (If approved, sign agreement)

ATTACHED COPIES OF AGREEMENT ARE FOR SIGNATURE

FORM E-30 25M 8-50 42286

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon

December 13, 1950

SUBJECT: Files 13776
14280

To: Mr. J. M. Devers
Chief Counsel

OFFICE

RECEIVED
[illegible]

Dear Mr. Devers:

Herewith I hand you for your approval and presentation to the State Highway Commission, duplicate counterparts of proposed agreement between the Commission and Southern Pacific Company covering exchange of property in connection with the Front Street project at Coos Bay. These are accompanied with original copy of letter from Mr. L. P. Hopkins.

On May 26th the State Highway Commission approved payment of a total of $63,000.00 to Southern Pacific Company in connection with this matter. The compensation to be paid as set out in the proposed agreement is $60,335.00 which is appreciably less than the total approved by the Commission.

The engineering and construction features set out in the proposed agreement have been discussed with Mr. H. G. Smith and he advises that they are all being taken care of under the contract now underway. The essential insurance has been furnished by the contractor to Southern Pacific Company.

The descriptions have been checked by Mr. J. C. McCallister and have been approved as correct.

It appears to me that the proposed agreement is satisfactory as to form and is ready for execution by the Highway Commission.

Very truly yours,

J. W. DeSouza

J. W. DeSOUZA
Assistant Counsel

JWD:ms
Enc. 3

cc: Mr. H. B. Glaisyer
Mr. W. C. Williams

S-2000

Southern Pacific Company

UNION STATION, PORTLAND 9, OREGON

IN REPLY PLEASE REFER TO

L. P. HOPKINS
SUPERINTENDENT

GMO-45923

December 8, 1950

TO De Souza
FOR
R. L. [illegible]

Is the slope easement matter clear with Coos Bay?

RECEIVED
DEC 11 1950

Mr. J. M. Devers,
Chief Counsel
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Herewith duplicate counterparts of proposed agreement between State of Oregon and Southern Pacific Company covering exchange of property relocation of Southern Pacific Company's tracks, etc. in connection with the Front Street highway project at Coos Bay.

Please arrange for execution in duplicate on behalf of the State returning same to us for further handling. A fully executed copy will be furnished for your file.

Yours truly,

L P Hopkins JMD

Salem, Oregon
December 18, 1950

Mr. W. C. Williams
OFFICE

NOTED
J. W. CATTRALL

As per your letter of October 20 re parking restrictions in connection with the one-way street system in the City of Coos Bay, the city officials were contacted and the City Council adopted a resolution, a copy of which is attached, regulating parking as requested. Please note that the City of Coos Bay operates under an enabling ordinance which permits the City Council to regulate parking by such a resolution.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Att.

RESOLUTION

WHEREAS, By virtue of Ordinance No. 1695 of the City of Coos Bay, being an Ordinance regulating traffic and the parking of motor vehicles upon public streets and public ways and providing for traffic signals and markings and providing penalties for violation thereof, the Common Council has the right and authority by Resolution to fix, determine and from time to time alter, change and amend rules and regulations fixing and determining where parking will not be permitted on the streets and public ways of the City of Coos Bay, and

WHEREAS, Fir Avenue East from the east line of Broadway Street North to the west line of First Street North and the southwesterly side of Front Street North from the intersection of said Front Street North and Broadway Street North, thence southeasterly to the intersection of Front Street North to First Street North, and the west side of First Street North from the intersection of said street with Front Street southerly to the intersection of Front Street North and Fir Avenue East and both sides of the newly relocated connecting streets between Front Street North at Curtis Avenue and South Broadway near Ferry Avenue are portions of said streets as above named upon which parking should be prohibited at all times by reason of serious traffic hazard involved in allowing or permitting parking thereon,

NOW, THEREFORE, BE IT RESOLVED, That "no parking" signs be placed immediately adjacent to the curbs of those portions of the street above described and upon said signs being erected and a notification thereof being filed in the office of the City Recorder by the Street Commissioner of the City of Coos Bay, it shall be unlawful to park upon those portions of the streets, public ways, and relocated section of U. S. Highway 101 hereinabove described and specifically set forth and any such parking shall be a violation of Ordinance No. 1695.

The foregoing Resolution was duly adopted by the Common Council and approved by the Mayor of the City of Coos Bay on the 11th day of December, 1950.

Robert Marsden, Jr.
Mayor

Attest: H. Oscar Gulovsen
Recorder

STATE OF OREGON, }
COUNTY OF COOS. } ss.

I, H. Oscar Gulovsen, do hereby certify that I am the duly appointed, qualified and acting Recorder of the City of Coos Bay, Coos County, Oregon; that as such Recorder I am the custodian of the records and files of said City; that I have carefully compared with the original the foregoing copy of the resolution establishing "no parking" signs on portions of the relocated section of U. S. Highway 101 through the City of Coos Bay, Coos County, Oregon,

AND, That the Resolution is a true transcript therefrom.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said City of Coos Bay, Coos County, Oregon, this 15th day of December, A. D., 1950.

H. Oscar Gulovsen

Recorder of the City of Coos Bay,
Coos County, Oregon.

December 18, 1950

Mr. C. G. Reiter
City Manager
Coos Bay, Oregon

Dear Sir:

This is to acknowledge receipt of two copies of a resolution regulating parking in connection with the proposed one-way street system in Coos Bay as per the agreement between the City of Coos Bay and the State and including additional restrictions as requested by the Highway Department. When the Highway Commission adopts a concurring resolution, a copy will be furnished the City.

Thank you for your cooperation in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

December 4, 1950

Memo to Files

Parking Restrictions - Coos Bay

Reference: Letter with Attachments to John W. Cattrall from
W. C. Williams, October 20, 1950

Contacted Mr. C. G. Reiter, City Manager of Coos Bay, on November 29. Mr. Reiter stated that he was sure that the City Council would act favorably on the suggested restrictions of parking on the southwesterly side of Front Street North from ~~from~~ North Broadway to Fir Avenue and on both sides of the newly constructed connecting street from Front to Broadway Streets. The City Council meets December 11 at which time they will act on this matter and also pass the required ordinance restricting parking on Fir Avenue from North Broadway to First Street North as provided in the agreement. Mr. Reiter stated that he had additional parking restrictions in mind along the Oregon Coast Highway. I told him that I was confident that the Highway Commission would have no objections to any additional restrictions the city saw fit to enact.

Mr. Reiter brought up the subject of possible traffic difficulties when the one-way system becomes effective. He is particularly worried about Central Avenue between Front Street South and South Broadway. Logging trucks headed for Empire turn west on Central Avenue. When the one-way street system goes into effect, these trucks will turn off of Front Street South onto Central Avenue, and then be confronted with the traffic light at the intersection of South Broadway and Central Avenue. This light is presently set to favor traffic on Broadway Street and, as Central Avenue between Front Street and Broadway Street is only approximately 120' in length, it is feared that these log trucks will pile up and be forced to extend onto Front Street South. It is suggested that someone from the Traffic Department contact Mr. Reiter at their convenience and go over the City of Coos Bay's traffic problems with him.

John F. Hagemann

John F. Hagemann
Field Engineer

JFH:MM

Ordinance prohibiting parking at all times:

1. Both sides of Fir Avenue from North Broadway to First Street North. (Provided in Agreement)

2. The southwesterly side of Front Street North from North Broadway to First Street North and the west side of First Street North from Front Street North to Fir Avenue.

3. Both sides of the newly located connecting street between Front Street North at Curtis Avenue and South Broadway near Ferry Avenue.

Copy of this plus
2 sheets of plans
[illegible] mailed Coos Bay City
Manager Nov. 27
J. F. H.

FORM E-30 25M 6-49 22608

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
October 20, 1950

SUBJECT:

To: Mr. John W. Cattrall

I hand you herewith a letter, with map attached, from J. Al Head, having reference to parking restrictions when the one-way street system is put into effect in Coos Bay. I believe the matter is entirely self-explanatory.

The one-way street system will not open until some time next summer, so there is no immediate haste, but I would appreciate it if, when you are in Coos Bay, you would take this matter up with the city council and determine if they will be agreeable to the parking restrictions as recommended. If they are, please request them to pass the necessary ordinance covering the same, and the matter will then be presented to the State Highway Commission for the passage of a concurring resolution.

Please return the letter and map when you have finished with them.

W. C. Williams

WCW:me

Encl.

RECEIVED
OCT 20 1950
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
JUN 27 1950
FOR FILING

3324

June 26, 1950

Coos Bay Dredging Company,Inc.
P. O. Box 217
Coos Bay, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3324 which was awarded to you on May 26, 1950, covering grading and paving on the Coos Bay (Fir Avenue-Ingersoll Avenue) Section of the Oregon Coast Highway in Coos County.

We are also sending an executed copy of this contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 6/26 gl

RECEIVED

FOR FILING

F-141 (12)

File

June 7, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on May 25, 1950 on Contract No. 3324, Coos Bay (Fir Avenue-Ingersoll Avenue) Section, in connection with Federal Aid Project No. F-141 (12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Asst. State Highway Engineer

DBP:md

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3500
PORTLAND 8, OREGON

RECEIVED
FOR FILING

May 29, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This will confirm our verbal concurrence of May 26th, 1950 in the award of Federal Aid project No. F-141(12) (Fir Avenue-Ingersoll Avenue) Section, the Oregon Coast Highway to Coos Bay Dredging Company who submitted the low bid at the Bid Opening of April 24th 1950. Receipt of advice that all rights-of-entry have been obtained is hereby acknowledged.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

CEIVED
JUN 1 1950
FOR FILING

F-141(12)

3224

May 26, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Dear Sir:

Please confirm in writing your concurrence in the award of the Coos Bay (Fir Avenue-Ingersoll Avenue) Section, Federal Project No. F-141(12), based upon my representations to you that the right of way was all cleared and the Southern Pacific Company had given right of entry on their property.

Very truly yours,

R. H. Baldock
State Highway Engineer

RHB:hi

RECEIVED
[illegible]
FOR FILING

F-141(12)

5?-4

AGENDA
JUL 10 1950

4.W

File

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM	SERIAL
DAY LETTER	NIGHT LETTER

WESTERN UNION

JOSEPH L. EGAN, PRESIDENT

1206

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE	DEFERRED
	NIGHT LETTER

AGENDA
JUL 10 1950

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

Salem, Oregon
May 26, 1950

Coos Bay Dredging Company
Box 127
Coos Bay, Oregon

[illegible]

State Highway Commission awarded you today contract Bay Fir Avenue-Ingersoll Avenue Section of Oregon Coast Highway in Coos County, based on your low bid submitted April 24, 1950. Contract forms follow shortly.

S. H. Probert, Office Engineer
Oregon State Highway Commission

A NEW CURTIS SERVICE

Telegraph your order for America's favorite magazines—HOLIDAY, 1 yr., $5 • the Post, 1 yr., $6 • LADIES' HOME JOURNAL, 1 yr., $3. All prices U. S. only. No charge for wire. Pay Western Union clerk for subscription or when billed by publisher.

Publisher will, on subscriber's request, refund full amount paid for copies not previously mailed. Prices subject to change without notice.

5+C

RECEIVED
MAY 29 1950
FOR FILING

7-141 (1-)

3224

F-14-(2)

May 26, 1950

Coos Bay Dredging Company
Box 127
Coos Bay, Oregon

Gentlemen:

Confirming my telegram to you of this date, the State Highway Commission has today awarded to you the contract for the Coos Bay (Fir Avenue-Ingersoll Avenue) Section of the Oregon Coast Highway in Coos County. This award was based on your low bid of $241,480.44 submitted on April 24, 1950.

Contract forms will be sent to you for execution within the next few days.

Very truly yours,

S. H. Probert, Office Engineer
OREGON STATE HIGHWAY COMMISSION

fm

cc - H. G. Smith
Goldie Lewis
S. H. Probert
L. R. White

RECEIVED
MAY 24 1950
FOR FILING

F-141(12)

May 23, 1950

Coos Bay Dredging Company
Coos Bay, Oregon

Gentlemen:

Due to unexpected delay experienced in obtaining right of way clearances from the Southern Pacific Company, it will be necessary to postpone for a week or two the awarding of the contract for the Coos Bay (Fir Avenue-Ingersoll Avenue) Project. For that reason, we request of you an extension of the time within which the bid for that project, submitted by you on April 24, 1950, may be considered open to acceptance.

If you are agreeable to the granting of such an extension, please so indicate by signing one copy of this letter and returning it to us by return mail.

Very truly yours,

SHP:gs

R. H. Baldock
State Highway Engineer

It is hereby agreed that the bid submitted by us on April 24, 1950, for grading and paving work on the Coos Bay (Fir Avenue-Ingersoll Avenue) Section of the Oregon Coast Highway will be held open to acceptance and award of contract until and including June 8, 1950.

Coos Bay Dredging Company

By_____________

FORM E-123X 25M 4-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

May 10, 1950

NOTED
J. W. CATTRALL

RECEIVED
MAY 10 1950

Mr. C. C. Neiter
City Manager
Coos Bay, Oregon

Dear Mr. Neiter:

I have discussed with Mr. John Cattrall of our department your letter of April 28, addressed to the Oregon State Highway Commission, with regard to the improvement of US101 through Coos Bay and, more specifically, as to the 4-foot concrete median strip incorporated in the plans.

Our experience to date with this type of treatment certainly would not bear out any such thoughts as have been expressed by local business people to the effect that this raised barrier constitutes a traffic hazard. On the contrary, the proper application of this particular feature of design has proved most effective in facilitating traffic movement and minimizing hazards. Admittedly, the presence of such a raised barrier would probably cause a more or less serious wreck should a vehicle hit it sideways; however, I cannot see any reason for a vehicle operator making such a maneuver if he is paying attention to his driving and complying with the basic rule.

Our thoughts with respect to this particular feature of design are not original with our Department, in that such a type of treatment is nationally recognized as good practice. In addition to separating opposing lanes of vehicular traffic, the raised medial island also serves as a pedestrian refuge, in which connection I might state that the National Manual of Uniform Traffic Control Devices, which we adhere to quite closely, specifies that "Pedestrians shall not be required to cross more than two lanes of moving traffic without benefit of an intermediate refuge island."

I trust the foregoing is a satisfactory explanation of our thinking in this matter and that our explanation will in turn serve to clarify the matter for the local business people.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. F. B. Crandall
Mr. K. D. Lytle
Mr. John W. Cattrall

Salem, Oregon
May 2, 1950

NOTED
J. W. CATTRAIL

Mr. W. C. Williams
OFFICE

NOTED
J. F. HAGEMANN

Attached is a letter received by this office from Mr. C. G. Reiter, City Manager of Coos Bay. Apparently Mr. Reiter is looking for an official statement from the Highway Department to be presented to the City Council. As a result, I am forwarding this to your office for further handling.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

[redacted]
Att.

cc: Mr. F. B. Crandall
Mr. K. D. Lytle

en, Jr., Mayor C. G. Reiter, City Manager

CITY OF COOS BAY

COOS BAY, OREGON

Office of the City Manager

April 28, 1950

Oregon State Highway Commission,
Salem, Oregon.

COPY

Attention: John W. Cattrall.

Dear Mr. Cattrall:

The question has been raised in regard to the improvement through Coos Bay, specifically as to the four-foot concrete median strip extending from Elrod, Golden, Hall, to Ingersoll. Some of the business houses feel that a raised concrete strip six inches high would be somewhat of a traffic hazard--that it might cause a wreck if somebody hit it sideways. It was felt that the same type strip that we now have on the south end of Broadway with the painted yellow wood cross strips would be just as effective and more safe. I realize that you fellows are experts in what is best, but the Council asked me to call this to your attention for your viewpoint.

COPY

We all realize that you are not supposed to cross the center line except at intersections so it is not clear to me just what the objection is based upon.

Thanking you for this information.

Sincerely yours,

CITY OF COOS BAY,

C. G. Reiter (sgd)

C. G. Reiter,
City Manager.

COPY

CGR/mg

cc: K. D. Lytle, Division Engineer,
Oregon State Highway Commission,
Roseburg, Oregon.

RECEIVED
1950

FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

7-141 (2)

May 4, 1950

Mr. R. H. Baldock
State Highway Engineer
Office

F-141(2)

Dear Mr. Baldock:

There is a rule recognized by the Public Roads Administration with respect to highway construction contracts which involve the moving and reinstallation of utility companies' facilities. That rule or provision is identified as Section 3 of General Administrative Memorandum No. 300. I quote as follows:

> "A. Where a utility company is not obligated to move or to change its facilities at its own expense, reimbursement will be made from Federal funds for the costs without surcharge, except as hereinafter provided, of labor, materials, equipment and other services incurred by a utility company in making or incident to making changes to its properties required in connection with the construction of a highway project.
>
> "B. Where a utility occupies public rights-of-way and public lands pursuant to law, ordinance, franchise, easement, grant or otherwise, the State shall make a formal finding as to the extent that such utility company is obligated, or is relieved of the obligation, by law or otherwise to move or to change its facilities at its own expense. Where a utility company occupies public rights-of-way under a grant or otherwise from a municipality or other subdivision of a State which obligates the utility company, or pursuant to which the utility company may be required, to move or to change its facilities at its own expense, approval of the project will be contingent upon the municipality or other subdivision of the State exercising its right to require the removal or change of such facilities at the expense of the utility company. Where the law or the terms and conditions under which a utility occupies public rights-of-way do not specify who shall pay the costs of the change or removal, the State shall make a formal finding

> as to the extent the utility company is relieved or is required to move or to change its facilities at its own expense in accordance with the applicable precedent established by courts. If the State should determine in conformity herewith that a utility company is not under obligation, and may not be required to move or to change its facilities at its own expense, reimbursement may be made in an amount not exceeding the regular Federal pro rata share applicable in such State of the cost of such work actually paid by the State or its subdivisions, and where no part of such cost is paid by the State or its subdivisions there will be no Federal reimbursement."

In the future when contracts are written, the subject of which is either highway construction or bridge construction, and the Government is involved in the project, there should be incorporated in the agreement information with respect to the necessary movement and reinstallation of utility companies' facilities, so that it may be made known to the Public Roads Administration whether or not the movement and reinstallation is being done at the cost of the utility, or whether the utility company is to be reimbursed.

I call your attention to this now, so that we may not overlook it in the future.

Yours very truly,

JM Devers

J. M. DEVERS

JMD:FRC

cc- Mr. W. C. Williams
Mr. Glenn Paxson
Mr. T. M. Davis

RECEIVED
FOR FILING

May 2, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Attention Mr. Devers

Dear Sir:

Reference is made to Mr. Devers' letter of May 1st regarding our letter of April 12th pertaining to P.S.& E. documents for Oregon Project F-141(12), Fir Avenue-Ingersoll Avenue, Section, Coos Bay.

We appreciate your assurance that Section VII, A, G.A.M. 300 will be considered in future agreements of this character. As to the present contract no further action with respect to this matter is necessary.

Very truly yours,

T. M. DAVIS
District Engineer

REFERRED TO
By State Highway er

RECEIVED
R 24
FOR FILING

Conf
Fed Aid
Prog. & Proj

1851

April 21, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of April 12, relating to the Coos Bay (Fir Avenue-Ingersoll Avenue) Section, Project No. F-141 (12), and concerning particularly the agreement between the State and the Coos Bay-North Bend Water Board.

Our Legal Department advises that the reference in the agreement to "any franchise under which it (the Water Board) operates" is extraneous, having been copied into the agreement from an agreement with a privately-owned utility, without need or reason.

We have confirmed again, by inquiry of Water Board officials, that the Water System is municipally owned, that it does not operate under a franchise, and that it "is not obligated (by law or otherwise) to move or to change its facilities at its own expense."

As suggested in the last paragraph of your letter, we are asking our Legal Department to, in future agreements of this kind, see that the provisions of Section VII, A, General Administrative Memorandum No. 300 are complied with.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

pril 14, 1950

ASSIGNMENT

No. 1851

By 2 [illegible] 5

Description: **T. M. Davis' letter of April 12 re P.S. & E. documents pertaining to Oregon Project F-141 (12), Coos Bay, Fir Avenue-Ingersoll Avenue Section**

Acknowledged by _____ Referred to **Probert** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxxxPlease prepare for **Williams'** signature

Assignment executed ______ Report received

RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks: 4-21-50
di

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
~~PUBLIC ROADS ADMINISTRATION~~
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 12, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We refer to the P.S.& E. documents pertaining to Oregon Project F-141(12), Coos Bay, Fir Avenue - Ingersoll Avenue Section.

In reviewing the agreement between the State and the Water Board providing for an adjustment, etc. of pipe lines in connection with this project, we note under Item 1 of the General Provisions, Page 4, reference is made to "any franchise" under which the Board operates.

This office has assumed that the State has determined, in accordance with Section III, B, of General Administrative Memorandum No. 300, that the Board "is not under obligation and is not required to move or to change its facilities at its own expense". We should have confirmation that such a determination has been made.

The State should, if at all possible, comply with Section VII, A, of General Administrative Memorandum No. 300 in making such agreements, and have that memorandum incorporated by reference. If a utility company refuses to execute an agreement including such incorporation by reference, an explanation should be furnished. In such cases Federal participation will nevertheless be based on the amount eligible under General Administrative Memorandum No. 300.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

W. C. WILLIAMS

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

May 2, 1950

NOTED
J. W. CATTRALL

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

NOTED
J. F. HAGEMANN

Dear Sir:

Enclosed are four copies of an encroachment resolution adopted by the city of Coos Bay. This encroachment resolution is in connection with Oregon Project F-141(12).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:[illegible]
Encl.

Oregon Project F-141(12)
State Highway No. 9

4-19-50

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Coos Bay, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, of said city;

to wit:
Broadway Street from Front Street North to Ingersoll Avenue
First Street North from Broadway Street to Birch Avenue
Newly located line from Birch Avenue and First Street North to Market Avenue and Front Street South
Front Street South from Market Avenue to Curtis Avenue
Newly located line from Curtis Avenue and Front Street South to Ferry Avenue and Broadway Street

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the Public Roads Administration of the Federal Works Agency of the United States will not participate in the construction of said highway until and unless the said City of Coos Bay will guarantee by resolution officially adopted by the City Council of said City, that no encroachments will be permitted upon the right of way of said highway within the corporate limits of said City, which will permanently obstruct or interfere with the free and convenient flow of traffic over said highway through said City; and will so regulate parking of vehicles on said streets or avenues traversed by said highway that the free, convenient, and safe flow of traffic shall not be impeded; and agree not to impose unreasonable limitations of speed upon said highway, nor impose any regulations of traffic which will operate to discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

NOW THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Coos Bay, Coos County, Oregon, that no encroachments will be permitted on the streets and avenues traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, which will permanently or unduly interfere with the free and convenient flow of traffic along said highway; and will so regulate the parking of vehicles along said streets and avenues as not to impede the free, convenient, and safe flow of traffic; and will not impose any unreasonable limitations of speed upon said highway, nor impose any regulation of traffic upon said highway which shall unduly discriminate against traffic upon said highway by giving undue preference to traffic upon other intersecting streets or avenues.

It being understood that nothing in this resolution of agreement by the City Council shall be construed so as to prevent or impair proper police regulations and the enforcement of all existing ordinances and regulations respecting the use of streets in said City, nor to prevent such temporary obstructions to traffic as may be necessitated by the construction of water or gas mains, sewers, and other public improvements, or to preclude the proper use of said highway for the placement of telephone or electric light poles or other public service facilities.

Passed by the Common Council of the City of Coos Bay, Coos County, Oregon, this 19th day of April, 1950.

Attest:

H. Oscar Gulovsen
City Recorder

Robert Marsden Jr.
Mayor

Form cc-11
Page 2

RECEIVED
[illegible] 2 1 1950
FOR FILING

1-141(12)

5-24

Salem, Oregon
April 28, 1950

CYA1212

Agenda Item 6-1

Mr. John W. Cattrall
City & County Relations

Attached hereto, for further handling by you, are three unexecuted copies of an agreement with the city of Coos Bay covering one way traffic, parking restrictions and stop streets in connection with construction of the Fir Avenue-Ingersoll Avenue Section of Oregon Coast Highway in Coos Bay.

The original of this agreement has been retained in this office for the Commission's files and one fully executed copy has been sent to the city of Coos Bay.

Secretary

rn
attach: 3

RECEIVED
APR 25 1950
FOR FILING

7141 (12)

3324

Salem, Oregon
April 21, 1950

Mr. J. M. Devers
Chief Counsel
Office

Dear Sir:

Please note the request made by Mr. Davis in the last paragraph of his letter of April 12, copy of which is attached.

For your convenience, a copy of the Administrative Memorandum No. 300 to which Mr. Davis refers is enclosed.

Very truly yours,

W. C. Williams
Asst. State Highway Engineer

3HP:gs

Encl.

C
O
P
Y

DEPARTMENT OF COMMERCE

BUREAU OF PUBLIC ROADS

P. O. Box 3900
Portland 8, Oregon

April 12, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

We refer to the P.S.& E. documents pertaining to Oregon Project F-141 (12), Coos Bay, Fir Avenue-Ingersoll Avenue Section.

In reviewing the agreement between the State and the Water Board providing for an adjustment, etc. of pipe lines in connection with this project, we note under Item 1 of the General Provisions, Page 4, reference is made to "any franchise" under which the Board operates.

This office has assumed that the State has determined, in accordance with Section III, B, of General Administrative Memorandum No. 300, that the Board "is not under obligation and is not required to move or to change its facilities at its own expense". We should have confirmation that such a determination has been made.

The State should, if at all possible, comply with Section VII, A, of General Administrative Memorandum No. 300 in making such agreements, and have that memorandum incorporated by reference. If a utility company refuses to execute an agreement including such incorporation by reference, an explanation should be furnished. In such cases Federal participation will nevertheless be based on the amount eligible under General Administrative Memorandum No. 300.

Very truly yours,

/s/ T. M. Davis

T. M. DAVIS
District Engineer

Oregon Project F-141(12)
Oregon Coast Highway No. 9

4-19-50

Coos Bay Grade Res

RESOLUTION

WHEREAS, State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, is routed through the City of Coos Bay, Coos County, Oregon, a municipal corporation, and the route officially adopted for said highway by the State Highway Commission traverses the following street or streets, or avenues, or roads, of said city; to wit:

First Street North from Broadway Street to Birch Avenue
Newly located line from Birch Avenue and First Street North
    to Market Avenue and Front Street South
Front Street South from Market Avenue to Curtis Avenue
Newly located line from Curtis Avenue and Front Street South
    to Ferry Avenue and Broadway Street
Broadway Street from Ferry Avenue to Ingersoll Avenue

And, WHEREAS, the State Highway Commission of the State of Oregon is desirous of receiving Federal Aid for the improvement of said highway,

And, WHEREAS, the State Highway Commission of the State of Oregon has caused a survey to be made, and plans prepared for the improvement of the State Highway traversing the street or streets, or avenues, or roads, as described herein,

And, WHEREAS, if said proposed street improvement is carried out, the work will be done pursuant to a grade or grades fixed and established by the Highway Commission,

And, WHEREAS, the grade or grades and elevations to which the proposed improvement will be made are indicated upon the maps and plans prepared for the proposed improvement which are on file in the office of the Oregon State Highway Commission, at Salem, Oregon, copies of which have been submitted to the city for its record and for its approval, said grades being as follows, to wit:

Form cc-20

Description of Center Line Finished Grade
U.S.G.S. Datum

Beginning at elevation 7.41 at the center line of First Street North, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.49 at highway engineer's survey station 265+50, approximately 52' northerly from the center line of Fir Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 7.57, at the center line of Fir Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 200' vertical grade curve to elevation 8.16 at highway engineer's survey station 267+50, approximately 148' southerly from the center line of Fir Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.62 at highway engineer's survey station 268+30, approximately 5' northerly from the center line of Elm Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 440' vertical grade curve to elevation 8.65 at the center line of Elm Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 440' vertical grade curve to elevation 9.37, at the center line of Date Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 440' vertical grade curve to elevation 9.00, at highway engineer's survey station 272+70, approximately 68' northerly from the center line of Cedar Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.72 at the center line of Cedar Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.66 at the center line of First Street North, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.15 at highway engineer's survey station 274+75, approximately 123' northerly from the center line of Birch Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 250' vertical grade curve to elevation 7.83, at the center line of Birch Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 250' vertical grade curve to elevation 7.89, at highway engineer's survey station 277+25, approximately 140' northerly from the center line of Alder Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.17, at the center line of Alder Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 8.54 at highway engineer's survey station 280+50, approximately 185' southerly from the center line of Alder Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 8.22, at highway engineer's survey station 282+50, approximately 347' northerly from the center line of Market Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 6.92, at the highway engineer's survey station 285+00, approximately 97' northerly from the center line of Market Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 6.64, at the center line of Market Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway.

Description of Constructed Center Line Finished Grade U.S.C.S. Datum

Beginning at elevation 6.81 at highway engineer's survey station 287+00, approximately 157' northerly from the center line of Commercial Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.45, at the center line of Commercial Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.89, at highway engineer's survey station 289+64.5, approximately 108' southerly from the center line of Commercial Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 150' vertical grade curve to elevation 8.01, at highway engineer's survey station 290+04.6=290+05.1; thence continuing on a 150' vertical grade curve to elevation 7.79, at highway engineer's survey station 291+15, approximately 5' northerly from the center line of Central Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.76, at the center line of Central Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.10, at highway engineer's survey station 292+40, approximately 140' northerly from the center line of Anderson Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 6.76, at the center line of Anderson Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 200' vertical grade curve to elevation 6.88, at highway engineer's survey station 294+40, approximately 60' southerly from the center line of Anderson

Avenue, where the same is intersected by the cneter line of the north bound route of the Oregon Coast Highway; thence to elevation 7.33, at highway engineer's survey station 295+80, approximately 200' southerly from the center line of Anderson Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 100' vertical grade curve to elevation 7.29, at highway engineer's survey station 296+80, approximately 205' northerly from the center line of Curtis Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.21, at highway engineer's survey station 297+00, approximately 185' northerly from the center line of Curtis Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 440' vertical grade curve to elevation 6.75, at the center line of Curtis Avenue, where the same is intersected by the center line of the north bound route of the Oregon Coast Highway.

Description of Finished Grade 4' Left of Center Line
U.S.C.S. Datum

Beginning at elevation 6.79, at highway engineer's survey station 300+17.95, approximately 133' southerly from the center line of Curtis Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 440' vertical grade curve to elevation 7.10, at highway engineer's survey station 301+40, approximately 230' northerly and easterly from the center line of Ferry Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.68, at highway engineer's survey station 303+00, approximately 70' northerly from the center line of Ferry

Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence on a 100' vertical grade curve to elevation 7.82, at the center line of Ferry Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence continuing on a 100' vertical grade curve to elevation 7.77, at highway engineer's survey station 304+00, approximately 30' southerly from the center line of Ferry Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway; thence to elevation 7.66, at highway engineer's survey station 304+59, approximately 89' southerly from the center line of Ferry Avenue, 4' left of where the same is intersected by the center line of the north bound route of the Oregon Coast Highway.

Description of Center Line Finished Grade
U.S.G.S. Datum

Beginning at elevation 7.63, at the center line of Elrod Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence continuing on a 100' vertical grade curve to elevation 7.73, at highway engineer's survey station 0+50, approximately 50' southerly from the center line of Elrod Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 8.08 at highway engineer's survey station 1+60, approximately 160' southerly from the center line of Elrod Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 8.10, at highway engineer's survey station 3+60, approximately 360' southerly from the center line of Elrod Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 7.75, at highway engineer's survey station 4+75.8, approximately 100' northerly from the center line of Golden Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 7.62, at the center line of Golden Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence continuing on a 200' vertical grade curve to elevation 7.82, at highway engineer's survey station 6+75.8, approximately 100' southerly from the center line of Golden Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 7.84, at highway engineer's survey station 6+80, approximately 104' southerly from the center line of Golden Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence on a 200' vertical grade curve to elevation 8.07, at highway engineer's survey station 8+80, approximately 304' southerly from the center line of Golden Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 7.68, at the center line of Hall Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 7.93, at highway engineer's survey station 13+90, approximately 238' southerly from the center line of Hall Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence on a 100' vertical grade curve to elevation 7.86, at highway engineer's survey station 14+90, approximately 237' northerly from the center line of Ingersoll Avenue, where the same is intersected by the center line of the Oregon Coast Highway; thence to elevation 7.30 at highway engineer's survey station 17+27, at the center line of Ingersoll Avenue, where the same is intersected by the center line of the Oregon Coast Highway.

And, WHEREAS, under the provisions of Sections 100-101 to 100-127 inclusive, O. C. L. A., and other laws of the State, the Highway Commission is given complete jurisdiction over streets taken over for state highway purposes, but, before the grade of any such street as the same may have been maintained by the City or Town is changed, consent to such grade change must be given by the governing body of the interested municipality.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Common Council of the City of Coos Bay, Coos County, Oregon, that the grades established by the State Highway Commission for the proposed improvement of the street or streets, or avenues, or roads, as described hereinabove and which are traversed by State Highway No. 9 of the State of Oregon, known as the Oregon Coast Highway, the plans for which proposed improvement are on file in the office of the State Highway Commission at Salem, Oregon, and a copy or copies of which are on file in the records of the city, said grades being as described hereinabove, are hereby approved, and consent is hereby given to such change, and the State Highway Commission hereby is permitted to construct, reconstruct, improve, repair, and/or maintain the said streets in accordance with said grade changes.

In consideration of the aforesaid construction by the State Highway Commission, the city hereby agrees to adopt such additional resolutions, ordinances or procedures as may be necessary or proper to effect the change of grade and provide for the improvement and maintenance of said streets.

BE IT FURTHER RESOLVED, that the Common Council does hereby agree, within its lawful authority but without financial obligation or liability, to cooperate with and aid the State Highway Commission in the accomplishment of such street construction, reconstruction, improvement, repair, and/or maintenance.

Passed by the Common Council of the City of Coos Bay, Coos County, Oregon, this 19th day of April, 1950.

Attest:

H. Oscar Gulovsen
City Recorder

Robert Marsden Jr
Mayor

Form cc-20

ROBERT MARSDEN, JR., MAYOR

C. G. REITER, CITY MANAGER

CITY OF COOS BAY

COOS BAY, OREGON

[redacted]

April 15, 1950

Oregon State Highway Dept.
Salem, Oregon.

Attention J.W.Cattrall

Dear Cattrell:

I have been checking thru the papers and maps sent us in reference to the State Highway Improvement.

According to former plans,you had a sidewalk along the building side of Front St, Curtis to Anderson-now it seems from the latest plans this sidewalk has been eliminated. I feel that this would result in a very much unfinished job and that we will have complaints, I realize there has not been a walk here,but in the past there has been no need for one-not a case of just not getting around to it. With a finished improvement,the demands and use of the property will be different from what it has been. What is the answer?

I hope we can have a meeting the first of the week and have the papers signed but know this question will be raised. Perhaps you had better call me up Monday morning.

Sincerely,

C.G. Reiter

C.G.Reiter-City Mgr.

NOTED
J. W. CATTRALL

call Reiter 4/17/50
4/19/50

no reply necessary
jwc

RECEIVED
APR 17 1950
ENGINEER
COUNTY [illegible]

April 12, 1950

Mr. C. G. Reiter
City Manager
Coos Bay, Oregon

Dear Sir:

Enclosed are seven copies of an encroachment resolution and three copies of a grade resolution in connection with the Fir Avenue-Ingersoll Avenue section of the Oregon Coast Highway. Also enclosed is a set of the plans for this project upon which the elevations described in this grade resolution are shown in orange.

After adoption by the City Council, please return six copies of the encroachment resolution and two copies of the grade resolution to this office. The set of plans is for the city's records.

As soon as our Legal Department completes preparation of the agreement covering one way traffic, parking, and stop streets as discussed recently with you by Mr. Hagemann of this office, copies will be forwarded for execution by the city.

Anything you can do to expedite the adoption of the enclosed resolutions will be appreciated.

Very truly yours,

R. H. Baldock
State Highway Engineer

By: John W. Cattrall
Engineer, County and City Relations

JFH:MM
Encl.

RECEIVED
APR 10 1950
FOR FILING

F-141 (12)

2224

April 7, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This letter is to advise that rights of way and/or permits of entry have been arranged on the Coos Bay (Fir Avenue-Ingersoll Avenue) Section of the Oregon Coast Highway, Project No. F-141 (12).

Pursuant to our telephone conversation of this date, we are advertising for bids to be received on this project on April 24.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:me

NOTED
J. W. CATTRALL

Salem, Oregon
April 6, 1950

Mr. J. M. Devers
Chief Counsel

ATTENTION: MR. C. W. ENFIELD

In connection with the Fir Avenue-Ingersoll Avenue section of the Oregon Coast Highway in Coos Bay, an agreement between the City of Coos Bay and the Highway Commission is required.

This agreement should make the following provisions:

(1) The City shall by appropriate ordinance designate Broadway Street from its intersection with Front Street N. south to its intersection with the proposed reconstructed line at State Highway Engineer's Survey Station 303+86.45 as a one way street for south bound traffic only. Shown colored in red on attached map.

(2) The City shall by appropriate ordinance designate the proposed reconstructed line, as shown colored in yellow on the attached plans and generally following ~~Front~~ First Street N. and Front Street S., from State Highway Engineer's Survey Station 263+10 to State Highway Engineer's Survey Station 303+86.45 as a one way street for north bound traffic only.

(3) The City shall adopt any additional ordinances necessary to provide for either parallel parking or no parking, whichever the City desires, on Broadway Street from its intersection with Front Street N. to Ingersoll Avenue (shown colored in red and green on attached map) and on the proposed reconstructed line as described in 2 above (shown colored in yellow on the attached Map).

(4) The City shall adopt an ordinance prohibiting parking on Fir Avenue from Broadway Street to ~~Front~~ First Street N.

(5) The City shall pass ordinances designating all streets intersecting Broadway Street from Front Street N. to Ingersoll Avenue and the proposed reconstructed line generally following ~~Front~~ First Street N. and Front Street S. as shown on the attached map as stop streets at these intersections.

All of the above ordinances would become effective when the contract for reconstruction of the Fir Avenue-Ingersoll Avenue section, Oregon Project F-141(12), of the Oregon Coast Highway is completed and opened to traffic.

As this project is up for bids at the April 24-25 Commission meeting, anything you can do to expedite the preparation of this agreement will be appreciated. It should be in the hands of the City not later than April 14.

Please prepare five copies for execution by the City. This office will prepare the necessary maps for attachment.

John W. Cattrall
Engineer, County and City Relations

By

John F. Hagemann
Field Engineer

JFH:MM
Att.

INDEX OF SHEETS	
SHEET NO.	DESCRIPTION
1	Title Sheet
2	Summary & Typical Sections
2 A	Typical Sections
2 B	Curb Recesses for Traffic Markers
3-6	Plan & Profile

Drawing No.
2050 Misc. Structures

ST

F

G OF PROJECT·F-141(12)
263+10

STATE OF OREGON
STATE HIGHWAY DEPART

PLANS FOR PROPOSED PROJE

FIR AVE. - INGERSOLL AVE. SEC
COOS BAY

OREGON COAST HIGHWAY **COOS COUNT**

Aug. 1949
Feb. 1950

OF PROJECT·F-141(12)
263+10
COOS

OF OREGON

WAY DEPARTMENT

PROPOSED PROJECT

ERSOLL AVE. SECTION

OOS BAY

HWAY COOS COUNTY

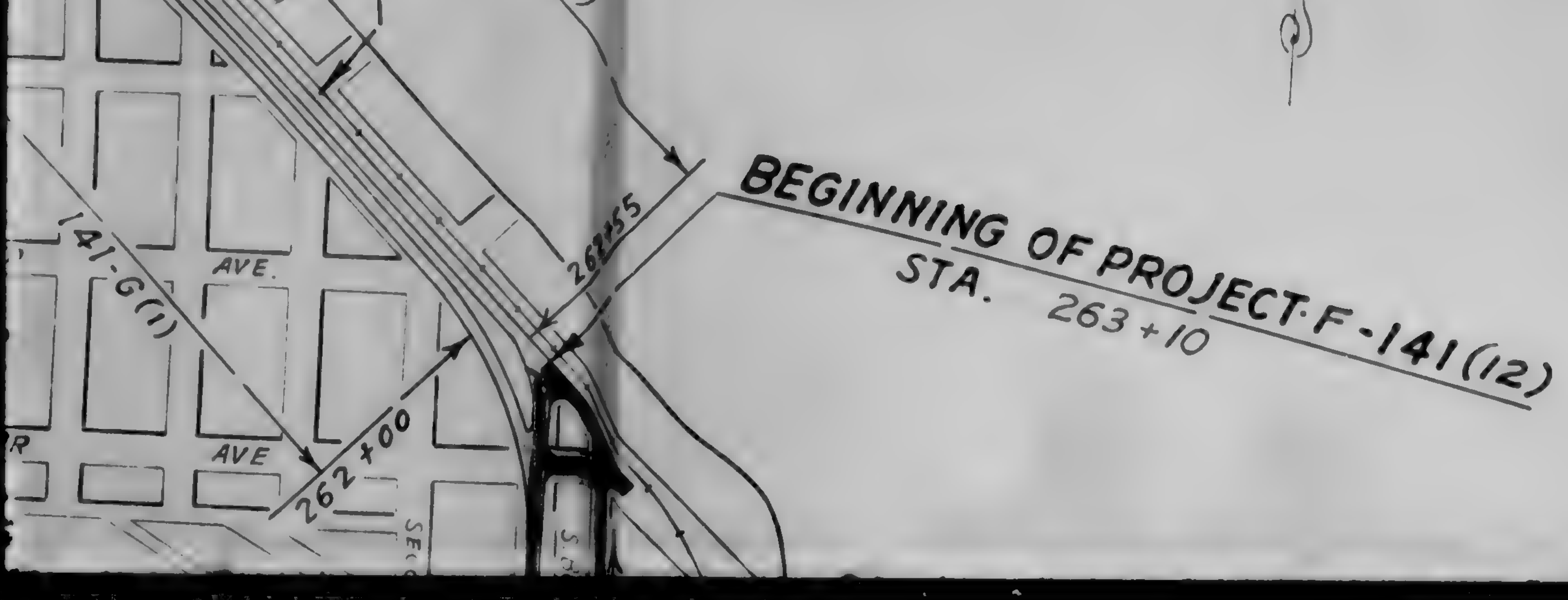
Aug. 1949

Feb. 1950

CONTRACT &
OJECT F-141(12)
17+27= 46+19.6 N.R.M. 141-F 1935

FIR AVE.-INGERSOLL AVE. SEC. COOS BAY OREGON COAST HIGHWAY COOS COUNTY				SHEET No. 1
FED. ROAD Div. No.	STATE	PROJECT NUMBER	FISCAL YEAR	TOTAL SHEETS
8	OREGON	F-141(12)		See Index

CONTRACT &
OJECT F-141(12)
A. 17+27= 46+19.6 N.R.M. 141-F 1935


N. END OF CONTRACT
STA. 256+60
To North Bend
F 141 (11)
BEGINNING OF PROJECT·F-141(12)
STA. 263+10
262+55
262+00
141-G(1)
AVE.
AVE
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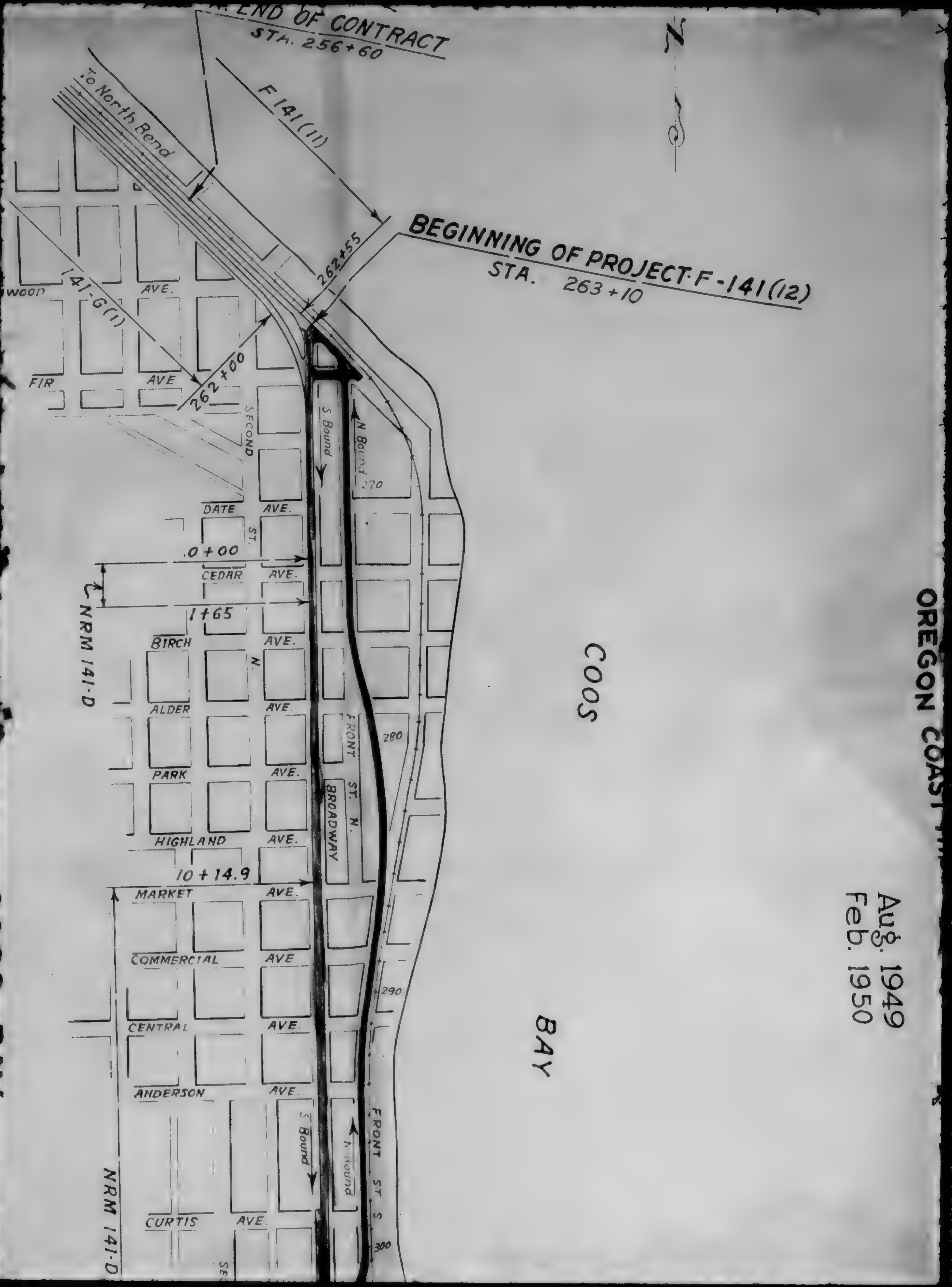
N. END OF CONTRACT
STA. 256+60
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To North Bend
F 141(11)
BEGINNING OF PROJECT·F-141(12)
STA. 263+10
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270
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ST.
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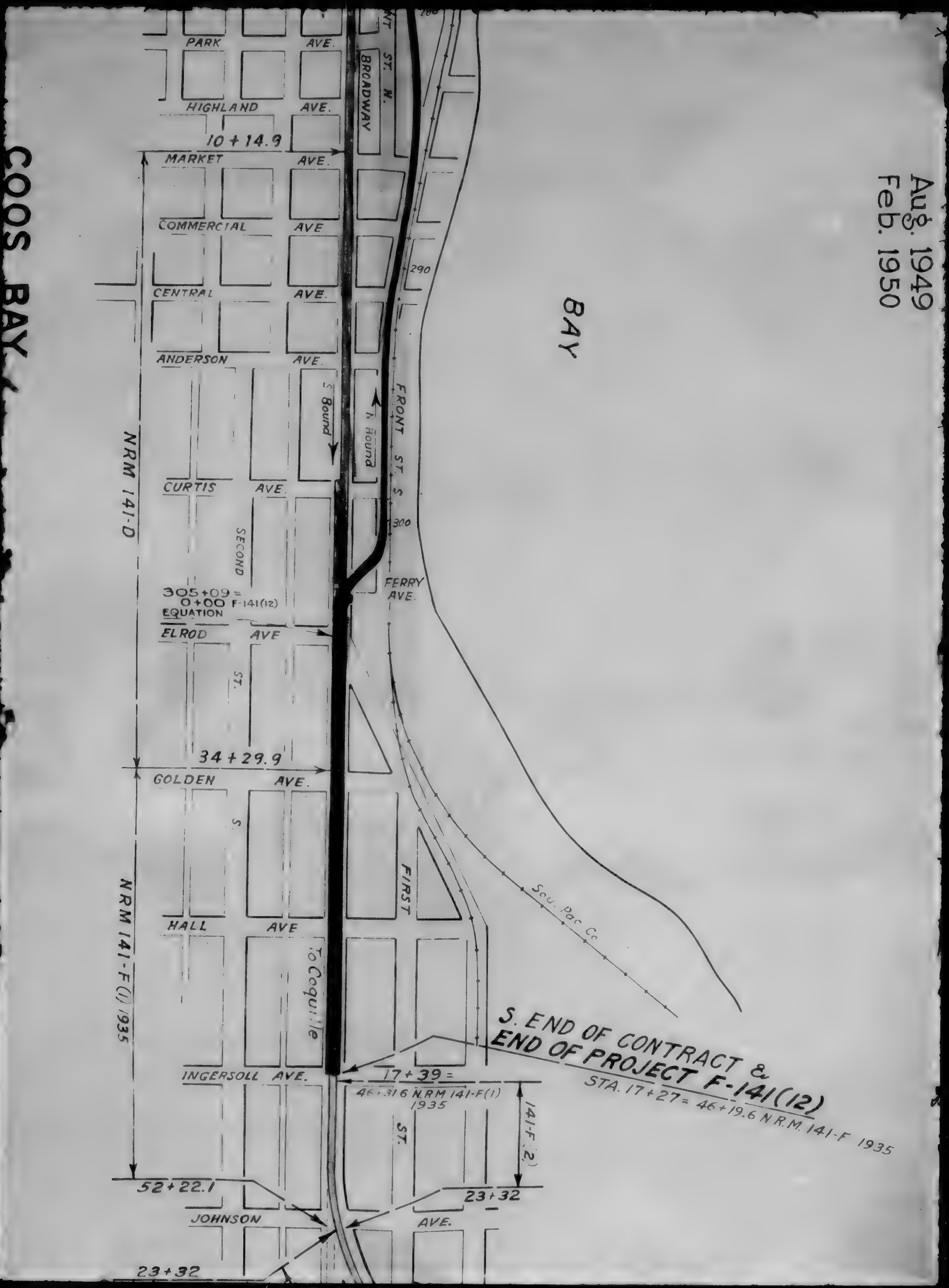
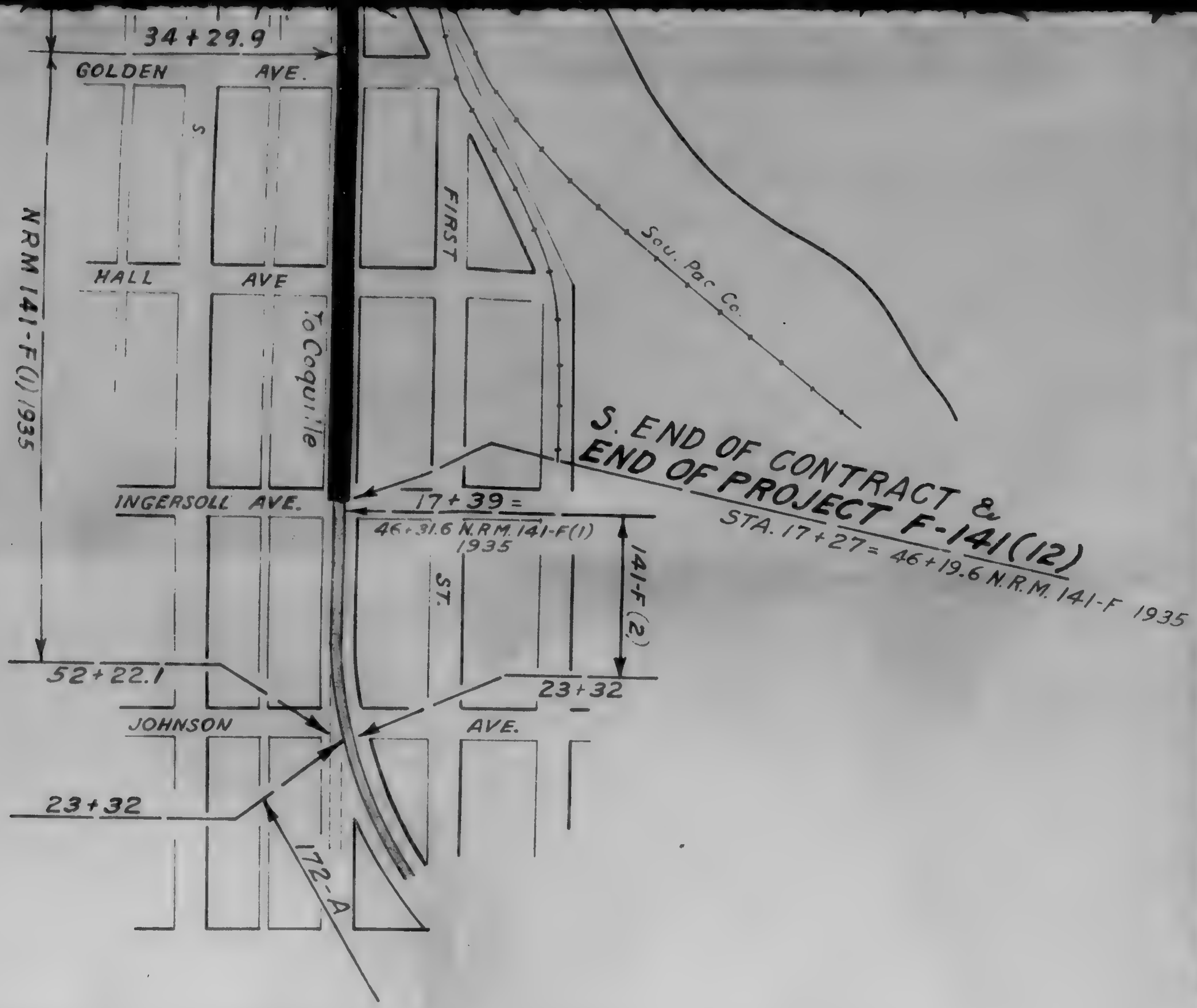
CEDAR
AVE.
1+65
NRM 141-D
BIRCH
AVE.
N.
ALDER
AVE.
FRONT
ST. N.
280
PARK
AVE.
BROADWAY
HIGHLAND
AVE.
10+14.9
MARKET
AVE.
COMMERCIAL
AVE
CENTRAL
AVE.
290
ANDERSON
AVE.
S Bound
N Bound
FRONT
ST. S
CURTIS
AVE.
300
NRM 141-D
COOS
BAY
OREGON COAST HI
Aug. 1949
Feb. 1950

COOS BAY

Aug. 1949
Feb. 1950



PARK AVE.
HIGHLAND AVE.
BROADWAY
N. ST.
10 + 14.9
MARKET AVE.
COMMERCIAL AVE
290
CENTRAL AVE.
BAY
ANDERSON AVE.
S. Bound
N. Bound
FRONT ST. S
NRM 141-D
CURTIS AVE.
SECOND
300
305+09 =
0+00 F-141(12)
EQUATION
FERRY AVE.
ELROD AVE
ST.
34 + 29.9
GOLDEN AVE.
S
FIRST
Sou. Pac. Co.
HALL AVE
To Coquille
NRM 141-F(1) 1935
S. END OF CONTRACT &
END OF PROJECT F-141(12)
STA. 17+27 = 46+19.6 N.R.M. 141-F 1935
INGERSOLL AVE.
17+39 =
46+31.6 N.RM 141-F(1)
1935
ST.
141-F(2)
52+22.1
23+32
JOHNSON
AVE.
23+32


34+29.9
GOLDEN AVE.
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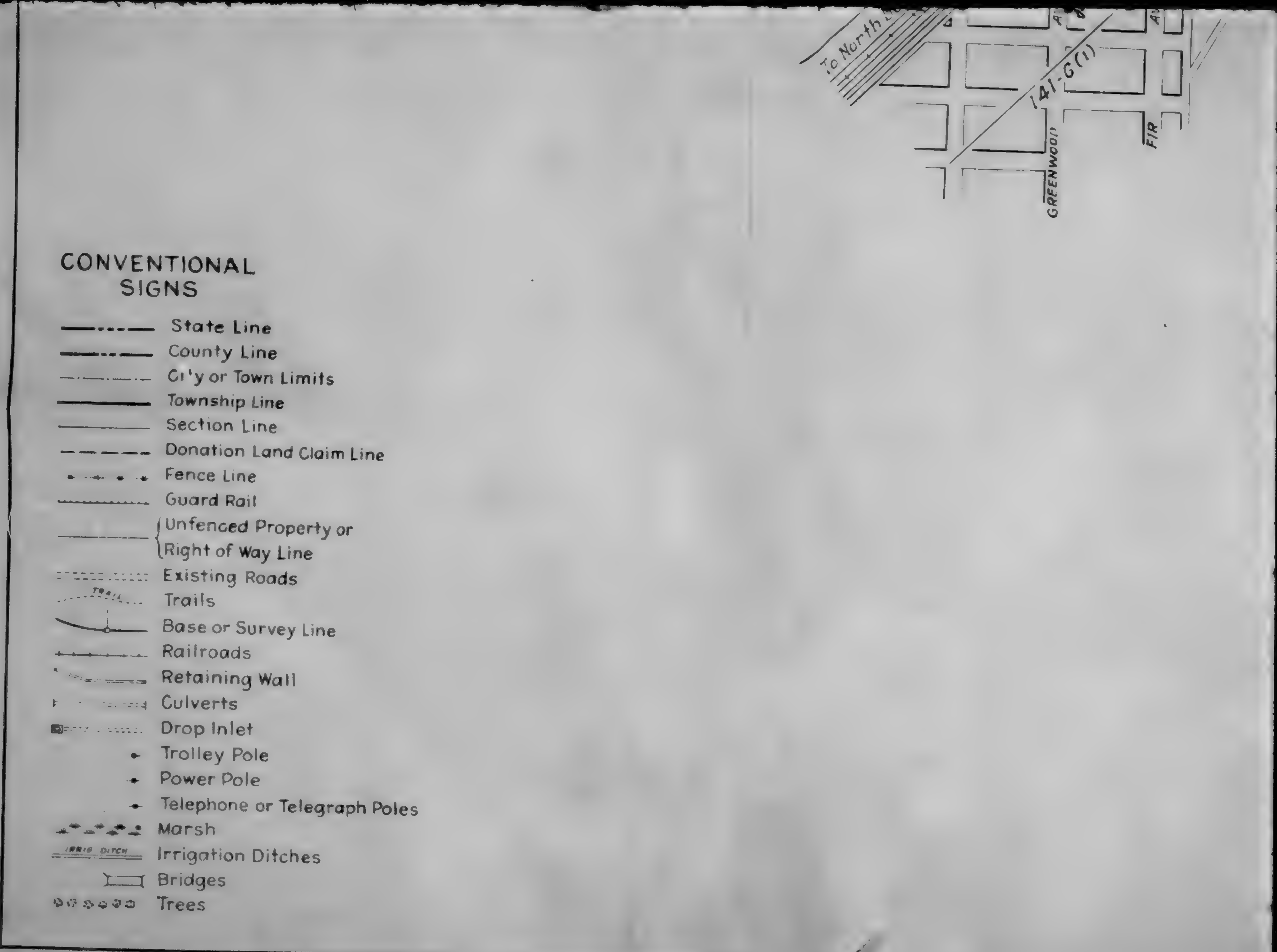
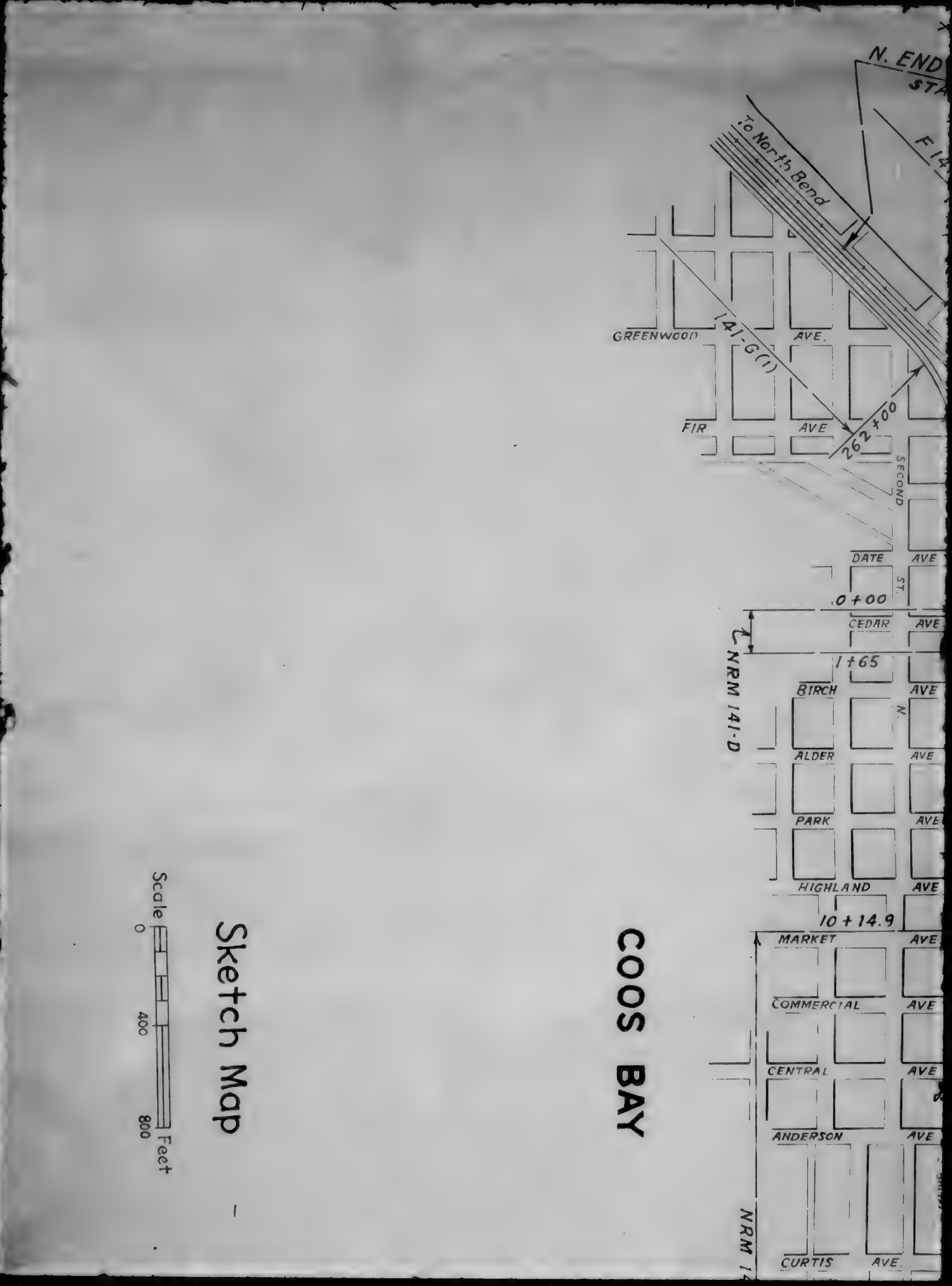
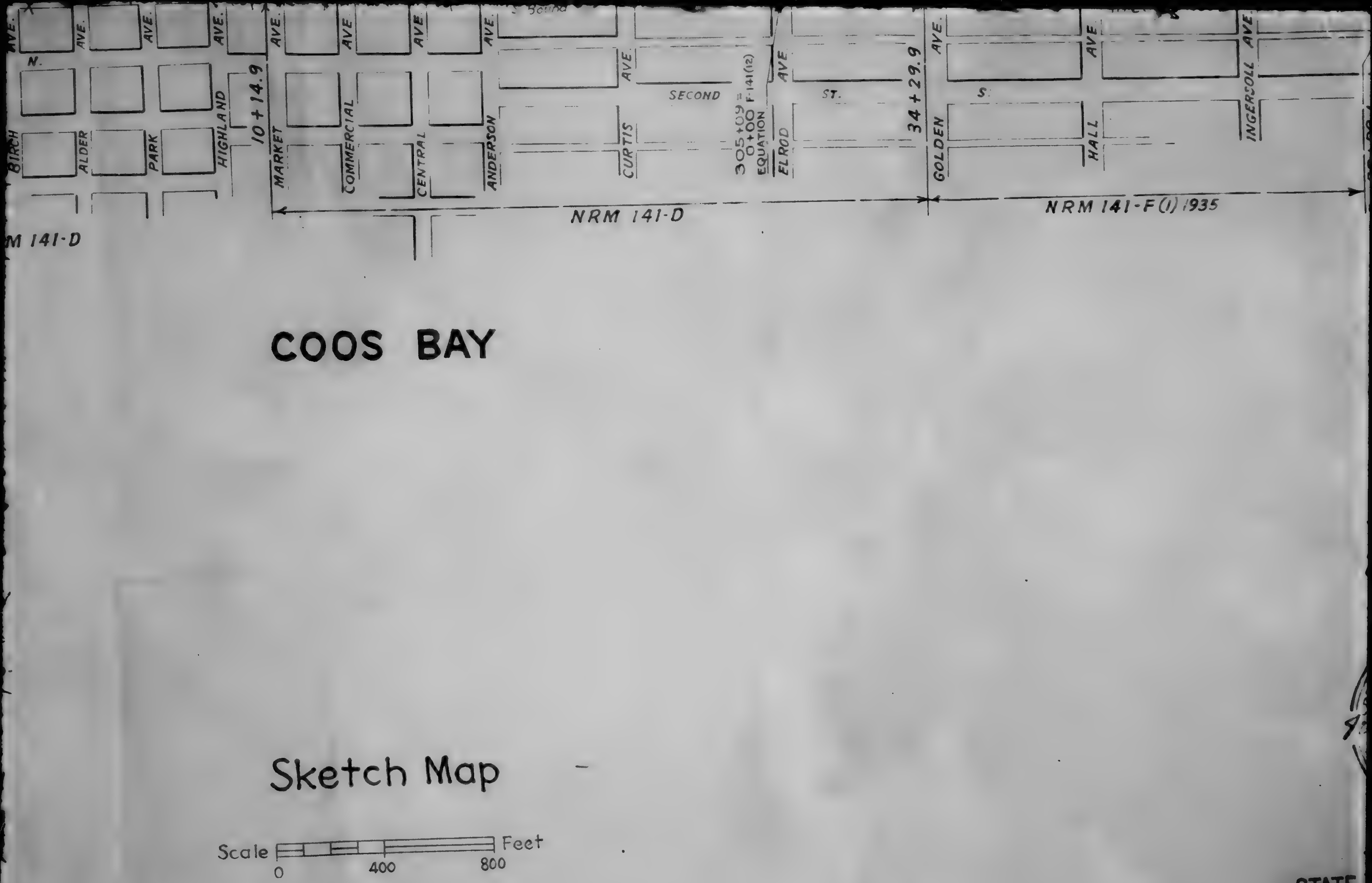
HALL AVE
To Coquille
Sou. Pac Co.
NRM 141-F(1) 1935
S. END OF CONTRACT &
END OF PROJECT F-141(12)
STA. 17+27 = 46+19.6 N.R.M. 141-F 1935
INGERSOLL AVE.
17+39 =
46+31.6 N.R.M. 141-F(1)
1935
ST.
141-F(2)
52+22.1
23+32
JOHNSON AVE.
23+32
172-A

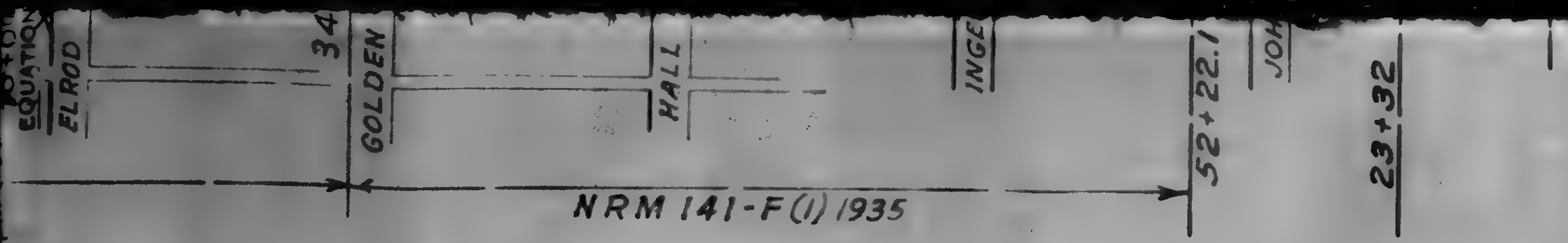

To North
(41)-G(1)
GREENWOOD
AV
FIR
AV
CONVENTIONAL SIGNS
State Line
County Line
Ci'y or Town Limits
Township Line
Section Line
Donation Land Claim Line
Fence Line
Guard Rail
Unfenced Property or Right of Way Line
Existing Roads
TRAIL
Trails
Base or Survey Line
Railroads
Retaining Wall
Culverts
Drop Inlet
Trolley Pole
Power Pole
Telephone or Telegraph Poles
Marsh
IRRIG DITCH
Irrigation Ditches
Bridges
Trees


N. END
STA
F 14
To North Bend
GREENWOOD AVE.
141-G(1)
FIR AVE
262+00
SECOND
DATE AVE
ST.
0+00
CEDAR AVE
NRM 141-D
1+65
BIRCH AVE
N.
ALDER AVE
PARK AVE
HIGHLAND AVE
10+14.9
MARKET AVE
COMMERCIAL AVE
CENTRAL AVE
ANDERSON AVE
NRM 14
CURTIS AVE.
COOS BAY
Sketch Map
Scale
0
400
800
Feet


BIRCH AVE.
N.
ALDER AVE.
PARK AVE.
HIGHLAND AVE.
10 + 14.9
MARKET AVE.
COMMERCIAL AVE.
CENTRAL AVE.
ANDERSON AVE.
CURTIS AVE.
SECOND ST.
305+09 =
0+00 F-141(12)
EQUATION
ELROD AVE.
34 + 29.9
GOLDEN AVE.
HALL AVE.
INGERSOLL AVE.
M 141-D
NRM 141-D
NRM 141-F(1) 1935
COOS BAY
Scale 0 400 800 Feet

Sketch Map

STATE
T.H.BA
BENR.C
CHAS.H.


EQUATION
ELROD
34
GOLDEN
HALL
INGE
52+22.1
JOH
23+32
NRM 141-F(1) 1935

R H Baldock

STATE HIGHWAY ENGINE

DISTRICT ENGINEER
PUBLIC ROADS ADMINISTRATIO
FEDERAL WORKS AGENCY

REGISTERED PROFESSIONAL ENGINEER
157
R H Baldock
OREGON
NOV. 8. 1919
R. H. BALDOCK

DIVISION ENGINEER
PUBLIC ROADS ADMINISTRATIO
FEDERAL WORKS AGENCY

STATE HIGHWAY COMMISSION

T.H.BANFIELD,	Chairman
BEN R. CHANDLER,	Commissioner
CHAS. H. REYNOLDS,	Commissioner

CHIEF WESTERN DIVISION
PUBLIC ROADS ADMINISTRATIO
FEDERAL WORKS AGENCY

NRM 141-F(1) 1935
52+2
23+3

R H Baldock

STATE HIGHWAY ENGINEER

DISTRICT ENGINEER PUBLIC ROADS ADMINISTRATION FEDERAL WORKS AGENCY

157
R H Baldock
NOV. 8.1919
R. H. BALDOCK

DIVISION ENGINEER PUBLIC ROADS ADMINISTRATION FEDERAL WORKS AGENCY

STATE HIGHWAY COMMISSION

T.H.BANFIELD,	Chairman
BEN R.CHANDLER,	Commissioner
CHAS. H.REYNOLDS,	Commissioner

CHIEF WESTERN DIVISION PUBLIC ROADS ADMINISTRATION FEDERAL WORKS AGENCY

RECEIVED
FOR FILING

File

DEPARTMENT OF COMMERCE
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

April 4, 1950

17
1751

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of March 1st and 15th and yours of March 6th and 20th all relative to the grading of "Filter Material for Pipe or Tile Underdrains", mention being made to Oregon Project F-141 (12) Coos Bay.

The specifications submitted with your letter of March 20th conforms to recommendations for drain back fill in most respects as given in the U.S. Engineer "Vicksburg Report," and is satisfactory for use in Federal-aid highway work.

We would suggest that it would be well to establish the availability of such material at the P.S. & E. stage.

Very truly yours,

F. M. Davis
F. M. DAVIS
District Engineer

Copy to Smith

[illegible]

NOTED
W. C. WILLIAMS

SHP:gs

RECEIVED
FOR FILING

F-141 (12)

3-24

March 14, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of February 28, concerning the Coos Bay Section of the Oregon Coast Highway, Project No. F-141 (12).

The water system with which this project conflicts and which requires alteration is a municipally-owned system over which control is exercised by the Coos Bay-North Bend Water Board. It is operated on streets owned by the same municipalities and therefore cannot be forced to bear the expense of moving its lines to make way for changes in street grade and alignment.

Most of the existing pipe in the system is to be replaced with new pipe with the cost of the new pipe being borne by the Board. By thus avoiding the expense of making excavations for the removal of the existing pipe, the cost of the alteration will be held considerably below what it might otherwise be.

Except for the making of some of the trench excavations, the work of rearranging the system is to be done by the Water Board with the Board to receive reimbursement for costs other than costs of materials.

A copy of the agreement with the Water Board will be sent to you as soon as the agreement is signed.

Federal participation in cost is expected only in the trench excavating work planned to be done under the highway construction contract.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

ASSIGNMENT

March 6, 1950

No. [illegible]
By [illegible]

Description: T. M. Davis' letter of 2-28-50 re advance plans and special provisions for Project No. F-144 (12), Coos Bay Section of Oregon Coast Highway

✓

Acknowledged by _____ Referred to __Probert__________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
xxxxxPlease prepare for __Williams__________ signature

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Assignment executed ______ Report received ______

Remarks: Water system municipally owned. State will pay labor charges and Water Board furnish materials for changes in water lines. 3-14-50 WCW

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

February 28, 1950

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

In our review of the advance plans and special provisions for Oregon Project No. F-141(12), Coos Bay Section of Oregon Coast Highway, it is noted that page 6 of the special provisions provide that the contractor shall excavate trenches for installation and removal of water pipes by their owners. It occurs to us that eligibility of such excavation may be questioned unless it is shown that the lines involved are on privately owned right-of-way or that the terms of the franchise require this work to be performed without cost to the owner.

If the cost of excavating and/or of moving the pipes is the obligation of the State and it is planned to reimburse the owners for such work as they actually perform in that connection, copies of formal or memorandum agreements covering the proposed work should be submitted in accordance with G.A.M. No. 300.

Please advise us in detail regarding this matter in order that the eligibility of the work may be clearly established.

Also, your attention is called to what appears to be an error in the note regarding embankment and waste on the haul diagram at Station 269+75, plan sheet 3.

Advance copy of the agreement with the railroad covering the work proposed should be submitted as soon as possible.

Very truly yours,

T. M. Davis

T. M. DAVIS
District Engineer

RECEIVED
MAR 1[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

OREGON DISTRICT
[illegible]
[illegible]

March 13, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

Apparently the drain backfill specifications cited in Mr. Williams' letter of March 3, 1950, are intended to conform to the recommendations made by the U.S. Engineers as a result of the investigation reported in War Department Technical Memorandum No. 183-1, commonly referred to as the Vicksburg Report. We believe that the use of drain backfill conforming to the findings of this investigation is highly desirable.

If we are correct in understanding that the good quality of concrete sand referred to in your letter and described in the special provision as coarse concrete sand is that which is covered by Section 31-4 of your Standard Highway Specifications, such sand would be satisfactory. However, the 3/8 minus gradation now used in current special provisions does not coincide to any appreciable extent with the sand gradation given in Section 31-4.

It has been observed that production of such gradations commercially is very difficult where favorable natural deposits do not occur and these are scarce. It is our considered opinion based on review of the test reports as they were received from time to time during the past season that, although the material used was approved for use, in no instance did the material comply with the governing specifications and special provisions as to gradation.

This matter is mentioned as constructive criticism, our thought being that unless the material furnished as drain backfill in the future complies with the specifications or conforms to a revised gradation as authorized by a change order, eligibility of the drain items may be questioned.

It may be desirable in each instance to investigate the gradation and cost of material available both naturally and commercially for this purpose and to write the special provisions to obtain the best material available economically.

Very truly yours,

T. W. Davis
T. W. DAVIS
District Engineer

Copies to
Smith
O'Neill

ECEIVED
1950
FOR FILING

7-141(12)

3324

1733

March 8, 1950

Mr. T. M. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of March 1, relative to backfill for drains meeting the specifications proposed for use on Oregon Project No. F-141 (12), Coos Bay Section of the Oregon Coast Highway. Our specifications specify the material to be from 3/8" to 0", with 40% to 60% passing a 10-mesh screen and not more than 5% passing a 50-mesh screen. We also say that a good quality of Portland cement concrete sand will be acceptable, the theory being that a good quality of concrete sand practically passes the first specification.

On the Coos Bay project we will need about 70 yards or two railroad carloads of backfill material, and we believe that material meeting the specifications can be produced at the Umpqua Navigation Plant at Reedsport. It is our further belief that most of the larger commercial plants can produce material closely approximating our specifications.

I will say, however, that we are not entirely satisfied with our present specification for drain backfill material and are giving it considerable study. If you have any suggestions as to the type of material you would prefer, we would be glad to have them.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

[illegible]:mm

cc Mr. H. G. Smith

FORM E-30 25M 1-49 28023

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
March 7th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #1733, inquiry of T. M. Davis concerning the difficulty of securing gravel backfill material for drains on the Coos Bay Section, F-141(12).

Our specifications for gravel backfill have been obtained from the research in connection with airport drainage in an endeavor to secure material which will permit the water to percolate down to the drainage pipe but still prevent the infiltration of the fine particles of soil. The specifications are rather inconsistent, as we first specify the material to be from 3/8" - 0" with forty to sixty percent passing the 10-mesh and not more than five percent passing the 50-mesh. We then say that a good quality of Portland Cement concrete sand will be acceptable, the theory being that a good quality of concrete sand practically passes the first specification. We need about 70 yards, or two carloads, of backfill material for this job, and I see no reason why material approximating this specification cannot be produced at the Umpqua Navigation plant. I expect any ordinary commercial plant except those in Portland might have difficulty in producing the exact specification, but I think most of the larger plants could closely approximate it.

I feel that our specifications should be reviewed to see if the gradation of the fines cannot be simplified.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

ASSIGNMENT

No. 1733
By 7

March 6, 1950

Description: T. M. Davis' letter of 3-1-50 asking if material can be obtained in vicinity of Project F-141 (12) at reasonable cost (Coos Bay Section of the Oregon Coast Highway)

Acknowledged by _____ Referred to Smith ✓ ____________

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
xxxxxReturn with rough draft of reply
Please prepare for ______________ signature

Assignment executed ______ Report rece

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks: 3-8-50

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

March 1, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It has come to our attention that considerable difficulty has been experienced in the past in obtaining rock or gravel backfill for drains meeting the specifications proposed for use on Oregon Project No. F-141(12), Coos Bay Section of the Oregon Coast Highway. Accordingly, we would appreciate advice as to whether or not such material can be obtained in the vicinity of this project at a reasonable cost.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

March 1, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

It has come to our attention that considerable difficulty has been experienced in the past in obtaining rock or gravel backfill for drains meeting the specifications proposed for use on Oregon Project No. F-141(12), Coos Bay Section of the Oregon Coast Highway. Accordingly, we would appreciate advice as to whether or not such material can be obtained in the vicinity of this project at a reasonable cost.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAR 30 1950
FOR FILING

2-141(21)

3334

March 28, 1950

6-141(12

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In line with the suggestion contained in your letter of March 13, we are submitting a specification for "Filter Material for Pipe or Tile Underdrains" which we propose to use hereafter in connection with projects on which material of that kind is required.

If this specification should not meet with your approval, please advise.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

SHP:gs

Encl.

Filter Material for Pipe or Tile Underdrains

The filter material to be used in backfilling under, around and over pipe or tile underdrains shall consist of sand, rock or gravel material conforming with the following requirements:

1. The filter material shall conform to the following grading requirements:

Passing a 3/8" sieve	100%
Passing a No. 4 sieve	80% to 100%
Passing a No. 16 sieve	35% to 80%
Passing a No. 30 sieve	10% to 60%
Passing a No. 50 sieve	0% to 30%
Passing a No. 100 sieve	0% to 5%

The size requirements of fine aggregate for Portland cement concrete, as given in Articles 31-4 and 45-5 of the standard specification form, fall within the above limits.

2. The filter material shall meet the requirements hereinafter set forth in the "Additional Special Provisions" under the heading "Plasticity Index Requirements.

Recommended New Spec.
3/24/50

Rec'd 3/15

March 13, 1950

REFERRED TO O'Neil

Please keep in mind for future specifications
Williams

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Apparently the drain backfill specifications cited in Mr. Williams' letter of March 8, 1950, are intended to conform to the recommendations made by the U.S. Engineers as a result of the investigation reported in War Department Technical Memorandum No. 183-1, commonly referred to as the Vicksburg Report. We believe that the use of drain backfill conforming to the findings of this investigation is highly desirable.

If we are correct in understanding that the good quality of concrete sand referred to in your letter and described in the special provision as coarse concrete sand is that which is covered by Section 31-4 of your Standard Highway Specifications, such sand would be satisfactory. However, the 3/8 minus gradation now used in current special provisions does not coincide to any appreciable extent with the sand gradation given in Section 31-4.

It has been observed that production of such gradations commercially is very difficult where favorable natural deposits do not occur and these are scarce. It is our considered opinion based on review of the test reports as they were received from time to time during the past season that, although the material used was approved for use, in no instance did the material comply with the governing specifications and special provisions as to gradation.

This matter is mentioned as constructive criticism, our thought being that unless the material furnished as drain backfill in the future complies with the specifications or conforms to a revised gradation as authorized by a change order, eligibility of the drain items may be questioned.

It may be desirable in each instance to investigate the gradation and cost of material available both naturally and commercially for this purpose and to write the special provisions to obtain the best material available economically.

W. C. WILLIAMS

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
FEB 27 1950
FOR FILING

E-14-4(21)

[illegible]

February 24, 1950

Oregon State Highway Commission

Gentlemen:

At the last meeting you instructed me to advise you before advertising any projects upon which the estimated cost would materially exceed the allotment as originally established for the project by the Commission. In line therewith, I give you the following information relative to the Coos Bay Section, Oregon Coast Highway, in Coos County:

We now have this project ready for advertising as soon as rights of way are cleared, and the estimated construction cost is $263,500, which is an overrun of $13,500, or approximately 5% of the original allotment of $250,000 for construction.

It appears that the right-of-way cost will also overrun, due to the larger than anticipated amount that will apparently be necessary to pay to the Southern Pacific Company. The original right-of-way cost was estimated at $170,000, and the estimated cost now, if we have to pay the [illegible] which the Railroad Company is demanding, is approximately $195,000.

The total allotment for construction and right of way was $420,000, which has increased to $458,500, an increase of 9%.

This matter will be on the next agenda for your consideration and, if you approve this increase and right-of-way agreement with the Southern Pacific Company can be reached, bids will be called on this job at the meeting following the March meeting.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me:bl:dh
cc Mr. W. C. Williams
Mr. J. M. Devers
Mr. H. G. Smith
Mr. Forrest Cooper

S-63(1) W. Unit, Deschutes Co. Line- 1950
Prineville Sec., O'Neil Secon. Hwy.
#3325

RECEIVED
MAY 15 1952
FOR FILING

May 13, 1952

Mr. C. G. Polk
District Engineer
Bureau of Public Roads
State Highway Building
Salem, Oregon

Dear Sir:

Reference is made to your inquiry relative to adequacy of base surfacing on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway.

I attach hereto a laboratory report of materials sampled at Station 397. I am told by the Construction Engineer that materials from this sample are of the poor materials encountered on the job and below the average of materials throughout. You will notice that this soil sample has a P.I. of zero, and it has been determined that six inches of base rock should be sufficient for stabilization for the intended traffic.

There is also a considerable amount of rocky material in cuts that will be encountered on the project, and it is intended that the best possible use of these materials be effected, to the end that base stability be increased wherever necessity indicates during the period of construction.

In our opinion the thickness of the base is adequate, and we respectfully request your approval of the plans as submitted.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

WCW:ms

Encl.

[illegible]

FOR FILING

January 7, 1952

FINAL COST ANALYSIS

West
~~North~~ Unit, Deschutes Co. Line Prineville
Contract #3925

A-6511)

3325

O'Neil Secondary Hwy.
Prefix 8-63 (1) 107-1011

F. L. Somers, Contractor
H. S. Cox, Resident Engineer

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Clearing & Grubbing	All				$ 2,383.77	$ 4,500.00
Structural Exc., Unc.	212.6	Cu. Yds.	$ 3.00	$ 2.71	576.54	637.80
Trench Exc., "	1,051.5	" "	2.00	1.55	1,620.47	2,103.00
Gen. Exc. Loc."A" Unc.	37,023.2	" "	0.32	0.271	10,046.54	11,847.42
" " " "B" "	12,860.4	" "	0.95	1.137	14,623.81	12,217.38
Short Overhaul	148,147.4	Yd. Sta.	0.01	0.0164	2,433.00	1,481.47
Long "	3,591.9	C-Yd.Sta.	0.50	0.574	2,064.53	1,795.95
Fin. R/B & Slopes	5.29	Miles	300.00	289.10	1,529.36	1,587.00
18" Corr. Metal Pipe	1016	Lin. Ft.	3.50	3.493	3,548.90	3,556.00
36" " " "	82	" "	10.00	9.35	766.75	820.00
48" " " "	68	" "	12.50	12.34	839.46	850.00
Salvaging Culvert Pipe	48	" "	1.00	1.13	54.05	48.00
Metal Flume, No. 48	425	" "	3.50	4.46	1,894.03	1,487.50
Metal Guard Rail	1,007	" "	2.30	2.50	2,520.94	2,316.10
Class "A" Concrete	4.76	Cu. Yds.	100.00	51.30	244.18	476.00
Metal Reinforcement	147.2	Lbs.	0.25	0.135	19.92	36.80
Pipe Handrail on Steps	20	Lin. Ft.	5.00	4.92	98.30	100.00
2"-0" Material in Base	11,241	Cu. Yd.	1.78	1.49	16,749.09	20,008.98
1"-0" " " Base & Shoulder	5,265	" "	1.78	1.49	7,844.85	9,371.70
Sprinkling	1,788.25	M/Gals.	2.00	1.73	3,087.87	3,576.50
Prep. of Base	5.29	Mile	100.00	115.88	612.98	529.00
Furn.& Place Aggreg.	3,354	Cu. Yds.	3.00	3.45	11,557.53	10,062.00

Item	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Furn. & Place 150-200 Asph.	330.18	Tons	$38.50	$44.36	$ 14,648.76	$ 12,711.93
3/4"-½" Cr. Mat in Stock P.	822.4	Cu. Yds.	2.00	1.074	883.26	1,644.80
½"-¼" " " " " "	791.5	" "	2.00	1.074	850.07	1,583.00
¼"-0" " " " " "	335	" "	2.00	1.074	359.79	670.00
P.A. #1 Furn. & Place Pit Run Mat	3,949	" "	1.78	0.85	3,358.33	7,029.22
P.A. #2 Gen. Exc.,Loc."A", Unclass.	1697.7	" "	0.32	0.298	506.45	543.27
P.A. #2 Short Overhaul	5883.6	Yd. Sta.	0.01	0.0164	96.57	58.84
P.A. # Long Overhaul	14.7	C-Yd.Sta.	0.50	0.573	8.42	7.35
Force Account					108.90	124.41
Force Account (Rock a/c)					241.43	253.29
Total Cost					$106,178.85	$114,034.71

Gross Revenue	$114,034.71
Total Cost	106,178.85
Net Profit	$ 7,855.86

Net Profit Equals 6.9% of Gross Revenue

O'Neil Secondary
Contract #3325
F. L. Somers, Contractor

Detail of Cost

Labor:

Supervision	$ 3,145.00	
Labor	30,575.94	
Labor Insurance	2,779.54	
		$36,500.48

Materials:

18" Corr. Metal Pipe	1,016	Ft.	at	2.17	2,204.72	
18" Corr. Metal Pipe Band	28		"	3.55	99.40	
36" Corr. Metal Pipe	82	"	"	6.60	541.20	
36" Corr. Metal Pipe Band	4		"	7.18	28.72	
48" Corr. Metal Pipe	68	Ft.	"	9.15	622.20	
48" Corr. Metal Pipe Band	2		"	10.10	20.20	
Metal Flume #48	425	Ft.	"	1.77	752.25	
Pipe Hand Rail	20	Ft.	"	3.65	73.00	
Water Pipe Fittings					8.52	
18" Gal. Inlet	1		"	38.65	38.65	
Ready Mix	4.76	Cu.Yds.		18.00	85.68	
Lumber					705.00	
150-200 Asphalt	330.18	Tons	at	$22.00	7,263.96	
Freight on Asphalt	330.18	"	"	7.40	2,443.33	
Metal Guard Rail	1,007	Ft.	"	1.38	1,389.66	
Metal Wing Ends	4	Each	"	3.00	12.00	
Metal Reinforcement	147.2	Lbs.	"	.09	13.25	
						$16,301.74

Equipment Rentals & Misc. Expenses:

Equipment Rentals (Owned)	$29,328.20	
Equipment Rentals (Hired)	1,272.00	
Hired Trucks (Fully operated)	3,674.50	
Gas, Oil, & Grease	8,525.80	
Explosives	1,283.81	
Small Tools & Misc. Supplies	1,140.00	
P.U.C. Fees	381.12	
Move In, Freight & Cartage	847.70	
P.L. & P.D. Insurance	708.08	
Bond	797.22	
Home Office & General Overhead	2,116.40	
		$ 50,074.83

Work done by Asphalt Paving Co. Laying 151-200 Asphalt at $1000 per ton	3,301.80
	$106,178.85

O'Neil Secondary
Contract #3325

Breakdown Cost of Crushed Cinders

	Quantity	Unit	Cost	Unit Cost
Move In & Setup	21,808.9	Cu. Yds.	$ 3,996.45	$0.183
Doze to Crusher	21,808.9	" "	2,457.59	0.112
Crush	21,808.9	" "	8,806.37	0.403
Cost in Bunker			$15,260.41	$0.698

West
~~North~~ Unit, Deschutes Co. Line Prineville
O'Neil Secondary
Contract #3325

Remarks:

This was a "Federal Aid Secondary Project" calling for construction of 5.29 miles of highway roadbed, construction of 5.29 cinder base, construction of 5.29 miles of Type O-11 oil mat wearing surface and 2,000 cu. yds. of crushed cinders in stockpile. This contract was bid and awarded May 25, 1950, work was started June 13, 1950, and the contract was completed June 13, 1951.

Clearing and grubbing consisted of removal of five small bridges, some sage-brush and scattered Juniper trees which were saved for the property owner's.

General excavation Location "A" was moved with one E-9 tournapull and one D-7 cat scraper, having a good bid price. This item shows a profit. General excavation Location "B" ran 60% solid lava rock and was taken out in small lifts, requiring excessive drilling and shooting. All material was moved by 1¼ cu. yd. shovel, 3-5 cu. yd. rented trucks and handled on the fill with T.D. 9 cat and dozer. Due to excessive drilling and shooting with low production this item shows a loss.

On September 2, 1950, the contractor moved his crushing plant into cinder pit located 0.7 miles west of The Dalles-California Highway (Mile Point 120.45), which is 3.84 miles from West end of project. The two crusher plant was fed with D-7 cat and dozer and all crushed materials hauled in company owned 6 cu. yd. trucks hauling 9 cu. yds. Crushing time was 281 hours, for an average production of 77.6 cu. yd. per hour.

The oiling item shows a loss due to poor organization and poor oiling equipment. The actual oiling time was 141 hours for an average of 2.34 tons per hour.

The contractor having fair bid price realized a fair profit from this contract.

E. H. Clymer
Cost Analyst

By . . . K. T. Wechter

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NOV 1951
FOR FILING

S- 63(1)

OREGON STATE HIGHWAY DEPARTMENT
(date)
Nov. 16, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3325	11-final	F. L. Somers	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
19710	R-28031	$ 3,421.04	Nov. 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 30, 1950

Time Extensions: Extended to June 13, 1951 without penalty

Completion Date: June 13, 1951

Date Accepted: Oct. 11, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-19-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

A A Wicklander

RECEIVED
NOV 1951
FOR FILING

October 30, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

State Highway Contract No. 3325 for work performed on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County was completed by the contractor, F. L. Somers, on June 13 and was formally accepted by the Highway Commission on October 11, 1951.

Final payment in the amount of $3,421.04 will be released to the contractor on or after November 9, 1951. The total contract amount is $11[illegible].71, of which amount $377.70 represents force account items.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD
[illegible]

RECEIVED
NOV [illegible] 1951
FOR FILING

263 (1)

3325

October 25, 1951

Mr. F. L. Somers
P. O. Box 938
Klamath Falls
Oregon

Dear Sir:

The State Highway Commission, at its meeting held on October 11, 1951, had under discussion your request for an extension of time of 13 days, from May 31 to June 13, 1951, within which to complete your contract No. 3325 for grading and surfacing on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway, Crook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

H. B. Glaisyer, Secretary
OREGON STATE HIGHWAY COMMISSION

By

Floyd Query
Acting Secretary

gl

cc: Wm. S. Chandler,
Division Engineer

R. [illegible] Fox,
Resident Engineer

H. G. Smith,
Construction Engineer

[illegible]

RECEIVED
OCT [illegible] 1951
FOR FILING

October 4, 1951

Oregon State Highway Commission

Request for Extension of Time
No. 18
October 11 and 12 Meeting

Gentlemen:

Herewith is a request from F. L. Somers for an extension of time on Contract No. 3325, West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway, from May 31, 1951 to June 13, 1951.

The contractor had completed all of the work on the project by May 31, with the exception of some metal flume work for which he was unable to secure delivery of materials in sufficient time to meet the time limit.

I would recommend that the extension be granted without penalty, and Mr. C. G. Polk of the Bureau of Public Roads concurs in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

cc Mr. W. C. Williams
Mr. H. G. Smith
HGS: bl

RECEIVED
1 - 1951
FOR FILING

September 27, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Salem, Oregon

Dear Sir:

Will you kindly concur in an Extension of Time on Contract No. 3325, West Unit, Deschutes Co. Line - Prineville Section of the O'Neil Secondary Highway, Ore. S-63 (1), from May 31st, 1951, to June 13th, 1951, to F. L. Somers, Contractor.

The contractor had completed all of the work on the project by May 31st, with the exception of some metal flume work for which he was unable to secure delivery of materials in sufficient time to meet the time limit.

There was no delay to the traveling public, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc H. G. Smith

sh

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 21, 1951, 19

Section West Unit Deschutes Co Line - Prineville

Kind of work Grading & Oil Mat Surface

Highway O'Neil Secondary

Section prefix 107-1011

Contractor F.L.Somers

Contract number 3325

Date of contract May 25, 1950, 19

Date of completion , 19

Date work started June 13, 1950, 19

Estimated date of completion , 19

Amount of contract . . . . $ 106,295.50

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering . . . . $ 113,167.25

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $6790.00, %

Date project was completed 6 - 15, 1951

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor notified this office that the handrail to the concrete steps on the Bert Winters property had been placed. Same was inspected this past week. Also the PR° 47 A form has been submitted and duly forwarded, This project is now entirely complete.

RECEIVED
JUL 24 1951
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

Signed

Address 1290 Wall Bend

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOT
E. M. [illegible]

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

State Printing Dept. 32571

RECEIVED
JUL 25 1951
FOR FILING

[illegible]
[illegible]

July 25, 1951

Continental Casualty Co.
310 S. Michigan Ave.
Chicago 4, Ill.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to F. L. Somers on contract No. 3325, for grading and surfacing on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County. This payment, in the amount of $3,759.94, will be made on or after August 4, 1951. The retained percentage is $3,421.04.

The state is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Durham & Bates
901 S. W. Washington
Portland 5, Oregon

NOTED ON CARD

RECEIVED
FOR FILING

3325

July 2, 1951

Mr. W. T. Atkins
Surety Department
Continental Casualty Company
Chicago, Illinois

Dear Mr. Atkins:

Re: Bond #917197 - F. L. Somers

The Northwest Branch Office furnished us with copies of letters you forwarded to them in the above captioned matter.

I contacted Mr. Soules of Armco Drainage & Metal Products, Inc. who informed me that Mr. Somers has paid in full the balance due them totaling $1,392.

He stated that his letter to the Highway Commission amounted to only a routine inquiry as to the completion but did mention the amount due from Somers.

Under the circumstances we are retiring this file as of this date. With best regards, I am

Very truly yours,

PARKER H. LYMAN

PHL:sj
c/c to W. M. Bruce
c/c to Mr. Glaisyer, O.S.H.Comm.

NOTED
F. QUERY

RECEIVED
1951
FOR FILING

[illegible]

3325

June 15, 1951

Mr. C. G. Polk
Acting District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was completed on June 13, 1951 on Contract No. 3325, West Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

DBP:gs

cc: John Cattrall

RECEIVED
JUL 18 1951
FOR FILING

JOHN E. STIPP
VICE PRESIDENT AND SECRETARY

CONTINENTAL CASUALTY COMPANY
GENERAL OFFICE CHICAGO, ILLINOIS

June 13, 1951

Oregon State Highway Commission
Salem, Oregon

[illegible]

Attention: Mr. H. B. Glaisyer, Secretary

Dear Mr. Glaisyer:

Re: Bond #C17197
F. L. Somers
to Oregon State Highway Commission
(State Highway Contract #3305,
West Unit, Deschutes Co. Line -
Prineville Section, O'Neil Secondary Highway)

We have your letter of June 4, advising of a claim for materials furnished in connection with the above job by Armco Drainage and Metal Products, Incorporated. We note that you have sent a copy of your letter to our Northwest Branch Office, and they will, of course, place the matter in line for investigation.

Yours very truly,

W. T. Atkins
W. T. Atkins
Surety Claim Department

WTA;ns

[illegible] ON CARD
6-18-51 ns

RECEIVED
JUN 8 - 1951
FOR FILING

8-63 (1)

3325

[illegible]

June 4, 1951

Continental Casualty Company
310 South Michigan Avenue
Chicago 4, Illinois

Gentlemen:

We have received a letter dated May 31 from Armco Drainage and Metal Products, Inc., of 2321 S. E. Gladstone Street, Portland 2, advising that F. L. Somers owes them $1392.00 for materials furnished to him on State Highway Contract No. 3325 for grading and surfacing the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County.

This information is provided as the Continental Casualty Company appears as surety on the performance bond furnished with the above-mentioned contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Continental Casualty Co.
Northwest Branch Office
1411 Fourth Avenue Building
Seattle, Washington

Durham and Bates
901 S. W. Washington
Portland 5, Oregon

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

[illegible]

RECEIVED
JUN 5 - 1951
FOR FILING

1-13(1)

3325

Mrs Lewis

June 4, 1951

Armco Drainage & Metal Products, Inc.
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. Duran B. Souls

Gentlemen:

This is to acknowledge your letter of May 31 in which you stated that F. L. Somers owes you $1,392 for material furnished on Contract No. 3325. The contract was supposed to be completed May 31, 1951, but we have no information on this date that it is complete, although it should be within a short time.

Continental Casualty Company through Durham and Bates, 901 S. W. Washington, Portland 5, provided the performance bond which was furnished with Contract No. 3325.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET ARMCO PORTLAND 2, OREGON

May 31, 1951

Oregon State Highway Commission
Salem, Oregon

Gentlemen:

This company has furnished material amounting to $1,392.00, as yet unpaid, to F. L. Somers for use on his contract No. 3325 on the West Unit Deschutes County Line - Prineville Section of the O'Neil Secondary Highway, Crook County.

May we have a report on the date when this job was, or will be completed, together with the name of the bonding company which furnished the bond for this particular job. This information will be greatly appreciated.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

Duran B. Souls

Credit Manager,
North Pacific Division

Duran B. Souls:md

[illegible]

RECEIVED
MAY 8 1951
FOR FILING

5-63(1)

May 7, 1951

Mr. C. G. Polk
Acting District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Reference is made to your letter of April 27 in regard to the price agreement for placing 4,200 cubic yards of selected pit run material on the West Unit, Deschutes County Line-Prineville Section.

The surfacing was laid last fall, with some material stockpiled to reinforce spots where trouble developed. This was placed on the road, but proved entirely inadequate, and we feel that the winter has clearly shown that additional material must be placed between Station 371 and Station 476. The contractor has moved his plant, and no more crushed material can be obtained, so the price agreement is based upon selected pit run material. Road work on the pit run material will be considerably more difficult than with crushed material, as all large material will have to be picked up and disposed of in a satisfactory manner. The average haul is 1.61 miles longer than on the crushed material, which, at $0.08 per yard mile, would amount to $0.13.

It is, therefore, felt that the contractor has quoted a reasonable price, and where any pronounced weakness has shown in the grade, it should be corrected before proceeding with the job. We have been severely criticised recently for taking a calculated risk on some job where trouble afterwards developed even though it probably resulted in saving some money.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

cc Mr. H. G. Smith

REGON DISTRICT
MONTANA
OREGON
IDAHO

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

April 27, 1951

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to your April 23 letter transmitting Price Agreement No. 1 covering the furnishing and placing of selected pit run cinder topping on the West Unit, Deschutes County Line--Prineville Section of the O'Neil Highway, Project S 63(1).

In view of the large quantity involved, amounting to 36% of the total plan quantities of 2"-0" base course, together with the fact that the agreed unit price is identical with the bid price for superior material, we will require a break down analysis of the proposed unit price together with more adequate justification for the use of the additional 4200 cu. yds.

Very truly yours,

C G Polk
C. G. POLK
Acting District Engineer

RECEIVED
FOR FILING

[illegible]

3325

March 1, 1951

Armco Drainage & Metal Products, Inc.
North Pacific Division
2321 S. E. Gladstone Street
Portland 2, Oregon

Attention: Mr. D. L. Darneal

Gentlemen:

It is estimated that State Highway Contract No. 3325 awarded to F. L. Somers for grading and surfacing the West Unit, Deschutes County Line-Prineville Section of the Oneal Secondary Highway in Crook County will be completed about May 31, 1951. Continental Casualty Company, whose agent is Durham and Bates, 901 S. W. Washington, Portland 5, furnished the performance bond with the above contract.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

ARMCO DRAINAGE & METAL PRODUCTS, INC.
NORTH PACIFIC DIVISION
2321 S. E. GLADSTONE STREET
PORTLAND 2, OREGON

February 23, 1951

3325

Query [illegible]
[illegible]

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Mr. Glaisyer:

This company has furnished material to F. L. Somers for use on his contract No. 3325 onthe West Unit Deschutes County Line - Prineville Section of the O'Neil Secondary Highway, Crook County.

May we have a report on the approximate date when this job will be completed and the name of the bonding company who has furnished the bond for this work.

Very truly yours,

ARMCO DRAINAGE & METAL PRODUCTS, INC.

D L Darneal
Assistant Treasurer
North Pacific Division

DLDarneal/s

RECEIVED
FEB 26 1951
OFFICE OF DIRECTOR OF PERMITS
OREGON STATE
HIGHWAY COMMISSION

RECEIVED
NOV 27 1950
FOR FILING

3-43(1)
3325

November 17, 1950

Mr. F. L. Somers
Box 938
Klamath Falls
Oregon

Dear Sir:

The State Highway Commission, at its meeting on November 9, 1950, had under discussion your request for an extension of time of 243 days, from September 30, 1950 to May 31, 1951, within which to complete your contract No. 3325 for grading and surfacing on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway in Crook County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

H. S. Cox,
Resident Engineer

H. G. Smith

NOTED ON CARD

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NOV 2 - 1950
FOR FILING

[illegible]

3325

October 30, 1950

Request for extension of time
No. 3
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from F. L. Somers for an extension of time on Contract No. 3325, West Unit, Deschutes County Line-Prineville Section, from September 30, 1950 to May 31, 1951.

The specified time limit on this project was extremely short and involved working during the major irrigation season in this area. The contractor was subjected to delays because of flooding caused by irrigation and also was unable to secure sufficient skilled labor to permit the proper operation of his equipment.

I would recommend that the extension be granted without penalty, and Mr. [illegible] Davis of the Bureau of Public Roads concurs in this recommendation.

Very truly yours.

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. [illegible] C. Williams
Mr. F. C. Smith

hi

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FOR FILING

MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

October 23, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Oregon S-63(1)
West Unit

Dear Sir:

We are forwarding herewith an executed copy of the project agreement for the above project.

Very truly yours,

W. H. LYNCH
Division Engineer

By: L. J. Caufield
L. J. Caufield
Principal Highway Engineer

Encl.

C-157

State Oregon

Project No. S-63(1)

Federal Aid Secondary

PUBLIC ROADS ADMINISTRATION

FEDERAL WORKS AGENCY

PROJECT AGREEMENT

MEMORANDUM OF AGREEMENT made this 29th day of September, 1950 by and between The Oregon State Highway Commission, constituting for the purpose hereof, the Highway Department of the State of Oregon hereinafter called the Highway Department, and the Commissioner of Public Roads, Public Roads Administration, Federal Works Agency, hereinafter called the Commissioner, pursuant to the provisions of the act of Congress approved July 11, 1916 (39 Stat., 355), and acts amendatory thereof or supplementary thereto:

Whereas the Highway Department of said State submitted on the 3rd day of June, 1949, a program, which was approved on the 12th day of August, 1949, for the project hereinafter described; and

Whereas the Highway Department, in accordance with the regulations promulgated for the administration of the Act, has furnished surveys, plans, specifications, and/or estimates for said project which were recommended for approval by the District Engineer of the Public Roads Administration on the 10th day of May, 1950; and

Whereas the Division Engineer of the Public Roads Administration has approved said surveys, plans, specifications, and/or estimates, and the sum of sixty-seven thousand and 00/100 dollars ($67,000.00) as the share of the United States payable under said act on account of said project, which does not exceed the authorized Federal pro rata share of the approved total estimated cost thereof:

Now, therefore, in consideration of the premises and of the several promises to be faithfully performed by each, as hereinafter set forth, the Highway Department and the Commissioner do hereby mutually agree as follows:

FUNDS AT THE DISPOSAL OF THE HIGHWAY DEPARTMENT

ARTICLE I. Funds for the use of the Highway Department for said project have been made available in the following manner, to wit:

(*a*) By the State Chapter 175, Laws 1917; Chapter 31, Laws 1920; Chapter 529, Laws 1939. (Include date and citation of act of legislature by which authorized)

(*b*) From other sources

(State how placed under direct control of Highway Department)

WORK EMBRACED IN PROJECT

ARTICLE II. This agreement covers the following work as described in detail in said surveys, plans, specifications, and/or estimates:

Between survey station 196+42.9 at the west boundary of Section 30, T. 14 S., R. 14 E.,W.M., the Deschutes County Line, andsurvey station 476+50 in the SE 1/4, Section 23, T. 14 S., R. 14 E., W.M., except Stations 196+94.5 to 197+42.5 and 370+65 to 370+86, length 5.286 miles, in Crook County, being Oregon Federal Aid / Secondary project No. S-63(1), consisting of 5.286 miles of roadway and no bridges, [illegible]f more than 20 feet clear span, o[illegible]

CHARACTER AND METHOD OF CONSTRUCTION

ARTICLE III. The Highway Department will construct or cause to be constructed to final completion said project, in strict compliance with said plans and specifications, which are by reference made a part hereof, under its direct supervision, which shall include adequate inspection throughout the course of construction, subject at all times to inspection and approval by the Public Roads Administration and in accordance with the laws of said State, Federal regulations hereinbefore mentioned, and the following conditions:

(*a*) It is agreed that the construction work on the project shall be performed by contract, unless the performance thereof by force account shall be approved by the Public Roads Administration.

(b) Whenever in this contract or in any document made a part thereof the terms "Public Roads Administration", "Federal Works Agency", "Federal Works Administrator", "General Services Administration", or "Administrator of General Services" appear, they shall include or have reference to "Bureau of Public Roads" or the "Department of Commerce" or the "Secretary of Commerce", as the context requires, to conform to the President's Reorganization Plan No. 7 of 1949.

UNITED STATES PRO RATA SHARE OF THE COST OF SAID PROJECT

ARTICLE IV. The United States pro rata share of the value of the labor and materials which shall be actually put into the work covered by this agreement shall not in any event exceed the sum of sixty-seven thousand and 00/100 dollars ($67,000.00), which does not exceed the authorized Federal pro rata share of one hundred twelve thousand, one hundred seventy and 30/100 dollars ($112,170.30), the approved total estimated cost of said project.

PAYMENTS

ARTICLE V. As the work on said project progresses, the Public Roads Administration shall from time to time submit vouchers to the Secretary of the Treasury for the payment to the State Treasurer (Official or depository) hereby designated by the Highway Department for that purpose and authorized under the laws of said State to receive public funds of the State of Oregon (Name) of such sums as shall not, together with previous payments, exceed the United States pro rata share as above specified, of the value, as determined by the Public Roads Administration after inspection and approval, of the labor and materials which have actually been put into said work in compliance with the requirements of Article III hereof.

The Commissioner reserves the right to withhold such sum as he may deem necessary to insure completion of the work in compliance with this agreement.

MAINTENANCE OF PROJECT

ARTICLE VI. The Highway Department will maintain said project in compliance with said act of July 11, 1916, and acts amendatory thereof or supplementary thereto, out of funds which have been or will be made available therefor by said State in the manner herein set forth, to wit: (Include reference to statute authorizing funds and probable amount annually available)

Chaper 529, Laws 1939.

The Highway Department will use every means within its power to insure proper and permanent maintenance of said project.

Showing of authority of the Highway Department to execute agreements will be found in the agreement for project No. 112

In witness whereof the parties have hereunto affixed their signatures as of the day and year first above written.

OREGON STATE HIGHWAY COMMISSION
(Official title of Highway Department)

By Ben R Chandler
Chairman, State Highway Commission
(Title of officer)

Attest
H B Glaisyer
SECRETARY

By Chas H Reynolds
Member, State Highway Commission
(Title of officer)

OK-

By Wm F McCoy
Member, State Highway Commission
(Title of officer)

By
(Title of officer)

By
(Title of officer)

COMMISSIONER OF PUBLIC ROADS,

By
Division Engineer,
Public Roads Administration.

U. S. GOVERNMENT PRINTING OFFICE 16—12879-2

RECEIVED
OCT 19 1950
FOR FILING

October 18, 1950

Mr. T. H. Davis
District Engineer
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

Will you kindly concur in an extension of time on Contract No. 3325, West Unit, Deschutes County Line-Prineville Section, Ore. S-63 (1) from September 30, 1950 to May 31, 1951 to F. L. Somers, Contractor.

The specified time limit on this project was extremely short and involved working during the major irrigation system in this area. The contractor was subjected to delays because of flooding caused by irrigation, and he was also unable to secure skilled labor in quantities sufficient to permit the proper operation of his equipment.

I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:

W. C. Williams
Assistant State Highway Engineer

cc: H. G. Smith

RECEIVED
SEP 27 1950
FOR FILING

S63 (1)

September 26, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing four copies of the easement covering portions of the City of Prineville Railroad right of way where encroachments occur by the construction of the West Unit, Deschutes County Line-Prineville Section, Project No. S-63 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:gs

Encl.

September 8, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of July 14th and August 11th 1950 suggesting the agreement covering rights of way on the City of Prineville Railroad property be submitted in order that we may transmit for execution by the Commission, the project agreement for Oregon Project S-63(1), the Deschutes County Line-Prineville Section.

Will you please give this your early attention as the project agreement is being held awaiting receipt of this agreement.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:re

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

August 11, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Oregon Federal Aid Project No. S-63(1), Deschutes County Line-Prineville Section. We are still holding the project agreements pending receipt of agreement covering rights-of-way on the City of Prineville Railroad property as covered in our letter of July 14th.

We would suggest that this be submitted at once in order that the project agreements may be transmitted to you for the Commission's signature at their next regular meeting.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

June 30,1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Preparation of project agreement papers are being withheld on Oregon Project No. S-63(1), West Unit, Deschutes County Line-Prineville Section of the O'Neil Highway, pending receipt of encroachment easement documents on the City of Prineville railroad property.

Very truly yours,

T M Davis
T. M. DAVIS
District Engineer

[illegible]
[illegible]

RECEIVED
SEP 11 1950
FOR FILING
OREGON DISTRICT
MONTANA
OREGON
IDAHO
WASHINGTON

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

P. O. BOX 3900
PORTLAND 8, OREGON

September 8, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to our letters of July 14th and August 11th 1950 suggesting the agreement covering rights of way on the City of Prineville Railroad property be submitted in order that we may transmit for execution by the Commission, the project agreement for Oregon Project S-63(1), the Deschutes County Line-Prineville Section.

Will you please give this your early attention as the project agreement is being held awaiting receipt of this agreement.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

TMD:re

Agreement sent to City of Prineville Aug [illegible] [illegible] [illegible] 9-11-50 [illegible]
Sent to commission
Sept meeting

RECEIVED
SEP 11 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED
FOR FILING

-63(1)

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
DIVISION EIGHT

MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

July 14, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

Reference is made to Mr. Williams' letter of May 11, 1950 advising the usual copies of the agreement covering granting rights-of-way on the City of Prineville Railroad property would be forwarded as soon as executed. This is in connection with Oregon Federal aid Secondary project, S-63(1), Deschutes County Line-Prineville Section.

The project agreement has been prepared and will be submitted for the Highway Commission's signature as soon as the above mentioned agreement is received and approved by the Division Engineer as covered in our letter of May 10th authorizing advertising.

Early consideration of this matter is desirable.

Very truly yours,

T. M. DAVIS
District Engineer

TMD:pe

RECEIVED
FOR FILING

June 26, 1950

Mr. T. M. Davis, District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate as basis for project agreement for the West Unit, Deschutes Co. Line-Prineville Section, Project No. S-63 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWN:ew

Encl.

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (1)

WEST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate as basis for project agreement. Based on low bid prices.)

Salem, Oregon, June 15, 1950

Type Code 5231
Roadway (Sta. 196+42.9 to 476+50.0)

All Required		Clearing and Grubbing		
150	cu. yds.	Structural Excavation, Unclassified		$ 4,500.00
660	cu. yds.	Trench Excavation, Unclassified	$ 3.00	450.00
37,000	cu. yds.	General Excavation, Location A, Unclassified	2.00	1,320.00
10,900	cu. yds.	General Excavation, Location B, Unclassified	0.32	11,840.00
146,000	yd. stas.	Short Overhaul	0.95	10,355.00
3,400	C-yd. stas.	Long Overhaul	0.01	1,460.00
5.29	miles	Finishing Roadbed and Slopes	0.50	1,700.00
1,060	lin. ft.	18" Corrugated Metal Pipe	300.00	1,587.00
80	lin. ft.	36" Corrugated Metal Pipe	3.50	3,710.00
80	lin. ft.	48" Corrugated Metal Pipe	10.00	800.00
30	lin. ft.	Salvaging Culvert Pipe	12.50	1,000.00
410	lin. ft.	Metal Flume No. 48	1.00	30.00
1,800	lin. ft.	Metal Guard Rail	3.50	1,435.00
2	cu. yds.	Class "A" Concrete	2.30	4,140.00
11,700	cu. yds.	2" - 0" Material in Base	100.00	200.00
6,200	cu. yds.	1" - 0" Material in Base & Shoulders	1.78	20,826.00
1,000	M-gal.s	Sprinkling	1.78	11,036.00
5.29	miles	Preparation of Base	2.00	2,000.00
3,450	cu. yds.	Furnishing and Placing Aggregates	100.00	529.00
330	tons	Furnishing and Placing 150-200 Asphalt	3.00	10,350.00
			38.50	12,705.00
		Subtotal		$101,973.00
		10% Engr. & Cont.		10,197.30
		Total		$112,170.30

Length of Roadway	5.286 miles
Length of Bridges (Exception)	.013 mile
Total Length	5.290 miles
Cost per mile, Roadway	$21,220.26

Federal Secondary Funds- -	$ 67,000.00
State Funds- -	45,170.30
	$112,170.30

State Funds for Constr.: Chap. 175, laws 1917; Chap. 31, laws 1920; Chap. 529, laws 1939

State Funds for Maint.: Chap. 529, laws 1939

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (1)

WEST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 9, 1950

Type Code 5231
Roadway (Sta. 196+42.9 to 476+50.0)

All Required		Clearing and Grubbing		$ 2,000.00
150	cu. yds.	Structural Excavation, Unclassified	$ 3.00	450.00
660	cu. yds.	Trench Excavation, Unclassified	3.00	1,980.00
37,000	cu. yds.	General Excavation, Location "A", Unclassified	0.40	14,800.00
10,900	cu. yds.	General Excavation, Location "B", Unclassified	2.25	24,525.00
146,000	yd. sta.	Short Overhaul	0.02	2,920.00
3,400	C-yd. sta.	Long Overhaul	0.50	1,700.00
5.29	miles	Finishing Roadbed and Slopes	500.00	2,645.00
1,060	lin. ft.	18-inch Corr. Metal Pipe	3.50	3,710.00
80	lin. ft.	36-inch Corr. Metal Pipe	9.00	720.00
80	lin. ft.	48-inch Corr. Metal Pipe	13.00	1,040.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
410	lin. ft.	Metal Flume No. 48	5.50	2,255.00
1,800	lin. ft.	Metal Guard Rail	2.50	4,500.00
2	cu. yds.	Class "A" Concrete	75.00	150.00
11,700	cu. yds.	2" - 0" Material in Base	1.75	20,475.00
6,200	cu. yds.	1" - 0" Material in Base and Shoulders	2.00	12,400.00
1,000	M-gal.	Sprinkling	2.50	2,500.00
5.29	miles	Preparation of Base	150.00	793.50
3,450	cu. yds.	Furnishing and Placing Aggregates	3.25	11,212.50
330	tons	Furnishing and Placing 150-200 Asphalt	37.00	12,210.00
			Subtotal	$123,046.00
			10% Engr. & Cont.	12,304.60
			Total	$135,350.60

Length of Roadway	5.290 miles
Length of Bridges (Exception)	0.013 mile
Total Length	5.286 miles
Cost per mile, Roadway	$25,605.48

Federal Secondary Funds	$ 81,000.00
State Funds	54,360.50
	$135,360.50

Oregon State Highway Department

Federal Aid Secondary
Project No. S-63 (1)

WEST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION OF THE O'NEIL HIGHWAY IN CROOK COUNTY

(Estimate to accompany plans and specifications. Not as basis for project agreement.)

Salem, Oregon, May 4, 1950

Type Code 5231
Roadway (Sta. 196+42.9 to 476+50.0)

All Required		Clearing and Grubbing		$ 2,000.00
150	cu. yds.	Structural Excavation, Unclassified	$ 3.00	450.00
660	cu. yds.	Trench Excavation, Unclassified	3.00	1,980.00
37,000	cu. yds.	General Excavation, Location "A", Unclassified	0.40	14,800.00
10,900	cu. yds.	General Excavation, Location "B", Unclassified	2.25	24,525.00
146,000	yd. sta.	Short Overhaul	0.02	2,920.00
3,400	C-yd. sta.	Long Overhaul	0.50	1,700.00
5.29	miles	Finishing Roadbed and Slopes	500.00	2,645.00
1,060	lin. ft.	18" Corr. Metal Pipe	3.50	3,710.00
80	lin. ft.	36" Corr. Metal Pipe	9.00	720.00
80	lin. ft.	48" Corr. Metal Pipe	13.00	1,040.00
30	lin. ft.	Salvaging Culvert Pipe	2.00	60.00
410	lin. ft.	Metal Flume No. 48	5.50	2,255.00
1,800	lin. ft.	Metal Guard Rail	2.50	4,500.00
2 ~~4~~	cu. yds.	Class "A" Concrete	75.00	~~300.00~~ 150.00
~~90~~	~~lbs.~~	~~Metal Reinforcement~~	~~0.20~~	~~18.00~~
~~20~~	~~lin. ft.~~	~~Pipe Handrail on Steps~~	~~5.00~~	~~100.00~~
11,700	cu. yds.	2" - 0" Material in Base	1.75	20,475.00
6,200	cu. yds.	1" - 0" Material in Base and Shoulders	2.00	12,400.00
1,000	M-gal.	Sprinkling	2.50	2,500.00
5.29	miles	Preparation of Base	150.00	793.50
3,450	cu. yds.	Furnishing and Placing Aggregates	3.25	11,212.50
330	tons	Furnishing and Placing 150-200 Asphalt	37.00	12,210.00
		Subtotal		~~$123,314.00~~ 123 046.00
		10% Engr. & Cont.		~~12,331.40~~ 12 304.60
		Total		~~$135,645.40~~ 135, 350.60

Length of Roadway	5.290 miles	
Length of Bridges(Exception)	~~.009 mile~~	0.013 mile
Total Length	~~5.299 miles~~	5.286 miles
Cost per mile, Roadway	~~$25,641.65~~	25,605.48

Federal Secondary Funds- -	$ 81,000.00	
State Funds- -	~~54,645.40~~	54,360.50
	~~$135,645.40~~ 135,360.50	

CC

May 4, 1950

Small plan
5/4/50

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

We are enclosing six copies of estimate and eight copies of program change request for the West Unit, Deschutes County Line-Prineville Section, Project No. S-63 (1).

Six bid proposals and one set of full scale plans are being sent under separate cover.

The usual copies of right of way statement will be sent later.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JWH:gs

Encl.

MEMO TO:

BUREAU OF PUBLIC ROADS, DEPARTMENT OF COMMERCE

REQUEST FOR APPROVAL OF INDIVIDUAL PROJECT PROGRAM CHANGE

T. E. Davis
(District Engineer)

May 4, 1950
(Date)

FROM: R. H. Baldock
(State Highway Engineer)

The following major program change of the individual project is requested:

Oregon
(State)

Postwar Federal Aid Secondary Highway Program
(Previous program)

August 12, 1949
(Date of approval)

COUNTY Crook

Second Supplemental

Route No. FAS 320

	Item No.	Project No.	Termini	Project Cost				Length Miles	Character of Proposed Work
				Class of Work	Total Cost	Federal Funds	State Funds		
Item as Now Programed	88	S-63 (1)	Deschutes County Line, East 7 miles	Survey-Plans					Gr., Surf. 2-lane Intermediate-type Surfacing
				Right-of-Way					
				Construction	140,000	81,000	59,000		
				TOTAL	140,000	81,000	59,000	7.00	
Requested Revision	88	S-63 (1)	Deschutes County Line, East 5.3 miles	Survey-Plans					Same
				Right-of-Way					
				Construction	135,645	81,000	54,645		
				TOTAL	135,645	81,000	54,645	5.399	

Program Balance of ________ funds subsequent to approval of this and previously recommended changes is $________

Program Revision Request

Reason for change: Increase in cost required reduction in length to stay within approximate programmed amount.

Date May 4, 1950

By ________
(State Highway Engineer)

Recommended: ________ (Division Engineer) ________ (Date)

Recommended for Approval: ________ (District Engineer) ________ (Date)

Approved: ________ (Acting Commissioner) ________ (Date)

U. S. GOVERNMENT PRINTING OFFICE 10—61088-1

WEST UNIT, DESCHUTES COUNTY LINE-PRINEVILLE SECTION

PROJECT NO. S-63 (1)

While negotiations for rights of way are in progress, one parcel has not been acquired nor has the right to occupy and use this parcel been secured, but it is now believed that all necessary rights of way can be made fully available within twenty days.

R. H. Baldock
State Highway Engineer

By

S. H. Probert
Office Engineer

May 9, 1950

RECEIVED
JUN 19 1950
FOR FILING

X-63(1)

3325

June 16, 1950

F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3325, which was awarded to you on May 25, 1950, by the State Highway Commission, covering Grading and Oil Mat Surfacing on the West Unit, Deschutes County Line - Prineville Section of the O'Neil Secondary Highway in Crook County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HDG:amc

Recorded 6/16, JL

RECEIVED
JUN 19 1950
FOR FILING

[illegible]

3325

14

June 15, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

This is to advise you that work was started on June 13, 1950 on Contract No. 3325, West Unit, Deschutes County Line-Prineville Section, in connection with Federal Aid Project No. S-63 (1).

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. W. Stiffler
Asst. State Highway Engineer

DGP:nd

RECEIVED
MAY 31 1950
FOR FILING

8-62(1)

3384

May 29, 1950

F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Mr. Somers:

The State Highway Commission on May 25, 1950 awarded you the contract for grading, surfacing and oiling on the West Unit, Deschutes County Line-Prineville Section of the O'Neil Secondary Highway, in Crook County. This award was based on your low bid of $106,295.50 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

RECEIVED
[illegible]
FOR FILING

PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 25, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-63(1) Deschutes County Line-Prineville Section of the O'Neil Secondary Highway, to F.L. Somers, Klamath Falls, Oregon, who submitted the low bid.

Very truly yours,

T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

RECEIVED

FOR FILING

S-63(1)

May 11, 1950

Mr. T. M. Davis
District Engineer
Department of Commerce
Bureau of Public Roads
Post Office Box 3900
Portland 8, Oregon

Dear Sir:

In accordance with your request by telephone, we are enclosing a copy of a letter from the City of Prineville covering action by the city council granting rights of entry on the City of Prineville Railroad property, in connection with construction of the Deschutes County Line-Prineville Section, Project No. S-63 (1).

The usual copies of the formal agreement concerning this matter will be sent to you as soon as that agreement has been fully executed.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

JW:gs

Encl.

CITY OF PRINEVILLE
Crook County, Oregon
City Recorder

TO WHOM IT MAY CONCERN:

At the council meeting of April 11, 1950, in the Circuit Court room with Councilmen Mersereau, Shelk, Lewis, LeMert and Brown, and Mayor Vaughn presemt. Councilman Lewis made the motion that the State Highway Commission be granted an easement to encroach on railraod property in the SE¼ of Section 21, T. 14 S., R. 14 E., W. M.

This motion was seconded by Councilman Shelk and passes unanimously.

Very truly yours,

CITY OF PRINEVILLE

By (Sgd) J. F. Hall

J. F. Hall, Recorded

JFH:ms

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FOR FILING
OREGON DISTRICT

L(34)

PUBLIC ROADS ADMINISTRATION
~~FEDERAL WORKS AGENCY~~
DIVISION EIGHT

P. O. BOX [illegible]
PORTLAND 8, OREGON

May 10, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The P.S.& E. documents for Oregon Project No. S-63(1) West Unit Deschutes County Line-Prineville Section of the O'Neil Highway have today been recommended for approval subject to such changes as may be required by the Division Engineer. This is to authorize your advertising for bids.

Award of contract will be withheld until all rights of way or rights of entry have been secured and an agreement with the City of Prineville Railroad covering encroachment on their right of way executed and submitted for approval by the Division Engineer.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

1[illegible]-1602 Division No. 3 Guard Rail 1950
& Sight Post Project on the
#3326 Pacific & Oregon Coast Hwys.

RECEIVED
NOV 15 1950
FOR FILING

10-16-50

ORECON STATE HIGHWAY COMMISSION
(date)
November 10, 1950

3326 (CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3326	5-final	Meade & Hobson

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18284	R3610	$ 500.00	11/10/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Nov. 30, 1950

Time Extensions: None required

Completion Date: Sep. 30, 1950

Date Accepted: Oct. 26, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 11-13-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: NOV 13 1950
A. A. Wicklander

NOTED ON CARD
11-13-50

RECEIVED
OCT 24 1950
FOR FILING

10-16-02

3326

October 23, 1950

General Casualty Co.of America
Harold A. Johnson Insurance Agency
200 South 6th St.
Grants Pass, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3326, covering Division No. 3 Project on the Pacific and Oregon Coast Highways in Douglas, Coos, Jackson and Josephine Counties, has been completed by the contractor, Meade & Hobson, and that final payment in the amount of $500 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $16,360.32, and that no force account work was performed on the project. This contract was completed on September 30, 1950 but has not as yet been accepted by the Highway Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn.: Surety Dept.

10-23-50

RECEIVED
OCT 17 1950
FOR FILING

10-16-50

3326

October 16, 1950

General Casualty Co.of America
Harold A. Johnson Insurance Agency
200 South 6th Street
Grants Pass, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Meade & Hobson on contract No. 3326, covering guard rail and sight posts on Division No. 3 in Douglas, Coos, Jackson and Josephine Counties on the Pacific Highway and Oregon Coast Highway . This payment, in the amount of $745.96, will be made made on or after October 26, 1950. The retained percentage is $500.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: General Casualty Co.of America
General Insurance Bldg.
Seattle 5, Wash.
Attn: Surety Dept.

NOTED ON CARD

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

Section	Division No. 3 Guard Rail and Sight Post Project	For Week Ending	September 30th., 1950
Highway	Pacific and Oregon Coast	Kind of work	Guard Rail & Sight Posts
Contractor	Meade and Hobson	Section prefix	10-1602
		Contract number	3326
Date of contract	May 26th., 1950	Date of completion	November 30th., 1950
Date work started	June 19th., 1950	Estimated date of completion	September 30th., 1950
Amount of contract	$ 16,612.80	Per cent of time elapsed	67.72 %

Estimated cost of completed project, exclusive of engineering $17,277.31

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 810.00, 4.88 % Date project was completed September 30th., 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor straightened up the section of guard rail at M. P. 230.17 on the Oregon Coast Highway the past week, completing this project.

NOTED
H. W. LIBBY

RECEIVED

Signed a.L. Chapman

Address P. O. Box 306 Grants Pass, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

Guard Rail Sight Posts

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities	5400	567			
Estimated quantities moved or placed to date	5400	567			
Average daily quantities Past Week	----	----			
Average daily quantities necessary to complete project on time	----	----			
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Overcast		
Monday	Cloudy		
Tuesday	Showers		
Wednesday	Fair		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

State Printing Dept. 38842

RECEIVED

FOR FILING

10-16[illegible]

3226

August 8, 1950

Meade - Hobson
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

Yesterday I forwarded to you fully executed copy of the contract awarded you by the Highway Commission on July 11, for construction of guard rail and sight posts in Division No. 3. I did not send you your copy of the contract also awarded you for construction of a bridge over the Powder River on the Sumpter Valley Highway in Baker County. The reason for this is that you have not replied to my letter of July 24.

In the proposal that you submitted for this job, you listed Mr. Tom McKenzie as one of your partners, but Mr. McKenzie did not sign the contract forms as such partner, which is one of our requirements. In your letter of July 17, 1950, you state that Mr. McKenzie appears as a partner in connection with the guard rail and fence post contract by mistake, but no mention was made as to his connection or affiliation with the bridge contract. If he has no connection whatsoever with such contract, we will complete execution of the contracts and forward you your copy upon receipt of another letter similar to your letter of July 17, stating that Mr. McKenzie is not a partner of Meade - Hobson in connection with this contract, and that his name appeared in the proposal form in error. This letter must be signed by Mr. Meade, Mr. Hobson and Mr. McKenzie. Please give this matter your immediate attention.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - F. A. Query

August 4, 1950

Mr. J. M. Devers
Chief Counsel

Your opinion and instructions are respectfully requested concerning the following:

On May 25, the State Highway Commission received bids for the construction of guard rail and sight posts on the Pacific Highway, and the Oregon Coast Highway in Douglas, Coos, Jackson and Josephine Counties. The project was known as Division No. 3 Guardrail and Sight Post Project. On the following day, May 26, bids were received by the Commission for the construction of a bridge over Powder River on the Sumpter Valley Highway in Baker County. A partnership named Meade and Hobson, Grants Pass, submitted the low bid for both of these jobs and the contracts were awarded to this concern.

According to the company's prequalification statement, the company is a co-partnership consisting of Robert E. Meade and Robert D. Hobson, both of Grants Pass. Both proposals presented to the Commission for the above mentioned job included not only Mr. Meade and Mr. Hobson as partners, but also a Mr. Tom McKenzie of Grants Pass. In preparing the contract forms covering the guardrail project, Mr. Probert's office included Mr. McKenzie as one of the partners, but the Bridge Department did not include Mr. McKenzie as one of the partners in connection with the bridge job. Subsequently a letter was received from Meade and Hobson Company, dated July 17, 1950, stating that the name of Mr. McKenzie was included in the partnership in error and requesting that it be removed. This letter was signed by Mr. Meade, Mr. Hobson and Mr. McKenzie.

The question now arises whether or not we should accept the contracts without Mr. McKenzie's signature. Neither of the contracts are very large, the amount of the guard fence project being $16,612.80 and the bridge contract being in the amount of $11,539.

On July 24, while I was away from the office on the Eastern Oregon inspection trip, Mr. Query wrote Meade and Hobson for information as to Mr. McKenzie's connection with their firm, after consulting with Mr. Enfield. No reply has as yet been received. The contracts are now on my desk fully executed by the contractor, and the Highway Commission, except for the signature of Mr. McKenzie. It is my understanding that considerable work has already been performed, and a payment is ready to be made to the contractor just as soon as the Secretary of State receives his customary copy of the contract. Your advice in the matter will be very much appreciated. Thanks a lot.

Secretary

HBG:ts

cc - F. A. Query

July 24, 1950

Meade - Hobson
P. O. Box 223
Grants Pass, Oregon

Gentlemen:

This is to acknowledge receipt of your letter dated July 17 concerning the Division No. 3 guard rail and sight post project, Contract No. 3326, in which you request that the name of Tom McKenzie be removed as a member of the partnership of Meade & Hobson. This letter has been signed by N. E. Meade, R. D. Hobson and Tom McKenzie.

On the proposal as submitted by yourselves to the Highway Commission on May 25, the names of all three persons are listed as members of your Company and the contract has been prepared accordingly. Before an answer can be given to your request we would like to know the status of Mr. McKenzie with your Company and why his name was included in the list of partners. If Mr. McKenzie has been a member of Meade - Hobson please advise the extent of his interest in the Company; and if he is no longer connected with the firm, please advise the date when his interests were severed.

We believe that you will appreciate the fact that a full explanation of Mr. McKenzie's connection with the Company will be required in order to remove his name from the contract inasmuch as it was included in the original proposal.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. Tom McKenzie
111 East A Street
Grants Pass, Oregon

Mr. C. W. Enfield

MEADE - HOBSON

GENERAL CONTRACTORS

P. O. Box 223 Grants Pass, Ore. Ph. 5055

July 17, 1950

Oregon State Highway Commission
Salem, Oregon

Subject: Division No. 3 Guard Rail & Sight Post Project

Dear Sir:

The name of Tom McKenzie, Grants Pass appearing in the partnership of Meade & Hobson is in error.

We would like it to be removed in order to clarify this contract.

Very truly yours

/s/ R. E. MEADE

R. E. Meade

/s/ R. D. HOBSON

R. D. Hobson

/s/ TOM McKENZIE

Tom McKenzie

TM:CC

original of this letter filed in contract.

MEMO:

Mr. Devers informed me by telephone on August 7, 1950, that this letter satisfactorily relieves Mr. McKenzie from obligation in connection with the guard rail project and that it will be O.K. to mail contracts without his signature. However, hold up the bridge contracts until we receive a like letter with respect to the bridge project which was awarded on the same day.

/s/ H.B.G.

RECEIVED
AUG [illegible] 1950
FOR FILING

10-1602

[illegible]

August 7, 1950

Meade & Hobson
P. O. Box 223
Grants Pass
Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of Contract No. 3326 which was awarded to you by the State Highway Commission on May 25, 1950, covering Division No. 3 Guard Rail and Sight Post Project on the Pacific and Oregon Coast Highways in Douglas, Coos, Jackson and Josephine Counties.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded [illegible]

RECEIVED
MAY 31 1950
FOR FILING

11-1162

3226

May 29, 1950

Meade & Hobson
P. O. Box 223,
Grants Pass, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950, awarded you the contract for the Division No. 3 Guard Rail and Sight Post Project on the Pacific and Oregon Coast Highways. This award was based on your low bid of $16,612.80 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

14-3311 Dimmick State Park Latrine 1950

#3327

RECEIVED
1950
FOR FILING

14-33 11

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 4, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3327	2 Final	Gilbert Roberts

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15752	R-1196	$1,411.60	10/3/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 5 1950
a.a. Wicklander

NOTED ON CARD

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 4, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3327	2 Final	Gilbert Roberts	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15752	R-1196	$1,411.60	10/3/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

D B Taylor
ACCOUNTING DIVISION

Specified Completion Date: July 31, 1950

Time Extensions: None required

Completion Date: July 31, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-5-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
FOR FILING

14-3311

3327

September 12, 1950

United States Fidelity and Guaranty Company
1112 Cascade Building
Portland 4, Oregon

Attention: W. Talbot Sinclair, Manager

Gentlemen:

State Highway Contract No. 3327 for construction of a latrine in Zibe Dimmick Forest Wayside in Hood River County, has been completed by the contractor, Gilbert Roberts, and that final payment in the amount of $1,411.60 will be made on or after September 22, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $2,524.00 and that no force account work was performed on the project. This contract was completed on July 31, 1950, and accepted by the Commission on August 21, 1950.

This notice is sent to you because you appear as surety on the bond furnished by the above contractor.

Kindly acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

md

[illegible]

RECEIVED
JUN 19 1950
FOR FILING

14 - 3311
3327

June 16, 1950

Gilbert Roberts
Route 2, Box 120
Hood River, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3327, which was awarded to you on May 25, 1950, by the State Highway Commission, covering Park Latrine at Zibe Dimmick Forest Wayside in Hood River County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:ams
Enc.

Recorded

RECEIVED
MAY 31 1950
FOR FILING

14-3311

3327

May 29, 1950

Gilbert Roberts
Route 2, Box 116 A,
Hood River, Oregon

Dear Mr. Roberts:

The State Highway Commission on May 25, 1950, awarded you the contract for construction of a latrine in Dimmick State Park in Hood River County. This award was based on your low bid of $2,472.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

c: - S. H. Probert
G.S. Paxson

15-1321 Cascade Gorge-Prospect Section 1950
of the Crater Lake Hwy.

[illegible]

RECEIVED
FOR FILING
15-1321

Vancouver, Washington,

July 12, 1951.

Perhaps you better have Lewis
note this on the card - might also
ask Sommers about it
[illegible]

Mr. K. D. Lytell,
Roseburg, Oregon.
Central Heating Co.,
Eugene, Oregon,
Oregon State Highway Dept.,
Salem, Oregon,
U. S. Fidelity & Guaranty Co.,
Portland, Oregon.

Gentlemen:

We are in receipt of a statement from F. L. Sommers, Klamath Falls, claiming a past due balance of $1410.12 on Oregon State Highway #3328, Cascade Gorge, Prospect Section, Crater Lake Highway. Copies of this statement appear to have been sent to you.

So that there will be no misunderstanding, we are advising you that on February 6, 1951, we forwarded to Mr. Sommers a check for $861.36, as payment in full to date of our account, and such check in full payment was cashed and paid to Mr. Sommers.

We did have an argument over the rental of a compressor which would not operate and for which repairs were not available, such disputed rental approximating $645.40 and for which we do not intend to pay.

According to Mr. Sommers itemized statement dated April 16, 1951 the balance which he claims is attributable to a job at Quartz Mountain on which credits and discrepancies were not eliminated on his books and on which job also he has been paid in full.

Yours truly,

Berndt & McCoy

By

abm:c/m

RECEIVED
JUL 11 1951
FOR FILING

[illegible]

3328

Mrs Lewis

July 10, 1951

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Mr. Somers:

Your statement of account against Berndt and McCoy Construction Company in the sum of $1,410.12 on Contract 3328 has been received. We assume that this is the balance remaining due from the claim you filed in this office on March 22nd in the amount of $1,604.82.

Final payment on this contract was made June 15, 1951. The contract was completed December 13, 1950, and accepted by the Commission April 13, 1951. If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Laws outlining the necessary procedure.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

Mrs Lewis

July 10, 1951

United Pacific Insurance Company
Medical Arts Building
Tacoma 1, Washington

Gentlemen:

We have received a statement of account from F. L. Somers dated June 27, stating that Berndt and McCoy Construction Company owes him a past due balance in the sum of $1,410.[illegible]2. This balance has to do with State Highway Contract No. 3328 awarded to the Central Heating Company for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County. It appears that the balance still due is a remainder from the claim filed in our office on March 22nd in the amount of $1,604.82 for equipment rental.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with Contract 3328.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Siegenthaler & Stevenson
Titus Building
163 Broadway
Eugene, Oregon

The Central Heating Company
865 Olive Street
Eugene, Oregon

STATEMENT

F. L. SOMERS
GENERAL CONTRACTOR
P. O. BOX 938 • • TELEPHONE 7036
KLAMATH FALLS, OREGON

6/27/51
Ore. State Hwy.
Contract #3328
Cascade Gorge-Prospect
Section Crater Lake Hwy.

Berndt & McCoy Construction Co.
P.O. Box 427
Vancouver, Washington

Balance past due	$ 1,410.12

cc: K. D. Lytle-Division Eng.
Central Heating Co.
Ore. State Hwy. Dept.
U. S. Fidelity & Guaranty Co.

R.H. Baldock

RECEIVED
1951
FOR FILING

15-1021

3328
FINAL COST ANALYSIS

June 27th, 1951

Cascade Gorge-Prospect Section
Contract #3328

Widening & Asphaltic Concrete Paving
Central Heating Company, Contractor

Crater Lake Highway
Prefix 15-1021-201(41)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
R/B Widening & Shaping	7.5	Mile	$1287.00	$1250.00	$9,562.50	$9,375.00
St. Excavation, Unclass.	121.07	Cu. Yd.	5.10	5.00	617.46	605.35
12" Concrete Pipe	1,248	Lin. Ft.	3.06	3.00	3,818.88	3,744.00
18" " "	27	" "	4.59	4.50	123.99	121.50
24" " "	21	" "	5.10	5.00	107.10	105.00
2"-0" Cr. Material in Base	5,112	Cu. Yd.	3.32	3.25	16,946.88	16,614.00
3/4"-0" Cr. Material in Base & Shoulders	5,379	" "	3.06	3.00	16,469.74	16,137.00
Sprinkling	596.16	M-Gal.	3.06	3.00	1,824.25	1,788.48
Class "B" Asphaltic Concrete	16,497.25	Ton	7.22	6.50	118,671.99	107,233.91
PA #2, ¼"-0" Cr. Rock in S.P. (Truck Measure)	402	Cu. Yd.	2.81	2.75	1,127.61	1,105.50
PA #3, Extra Haul on Asphaltic Concrete	16,497.53	Yd. Mi.	0.199	0.139	3,285.56	2,293.19
PA #4, Extra Water Haul	513	Hour	3.33	4.00	1,709.55	2,052.00
PA #5, Plant Rental		All			2,000.00	2,000.00
PA #6, 2"-0" Rock Surfacing on Haul Road	215	Cu. Yd.	3.32	3.25	712.73	698.75
Force Accoumt					13,331.45	13,297.56
Work Done for Jackson County					9,635.38	8,666.10
Private Work					9,066.61	8,154.55
					$209,011.68	$193,991.89

NOTED
State Highway Engineer

Total Cost	$209,011.68
Gross Revenue	193,991.89
Net Loss	$ 15,019.79

Net Loss Equals 7.7% of Gross Revenue

Breakdown of "B" Mix Costs

Item	Cost	Tons	Unit Cost
Move In and Set Up	$8,086.12	19,085.33	$0.423
Feed to Mixer	3,755.26	"	0.197
Mix	35,021.83	"	1.835
Haul to Street	13,526.52	"	0.709
Street Work	22,689.67	"	1.189
Asphalt	29,755.97	"	1.559
Aggregate	24,904.66	"	1.305
			$7.22

Detail of Costs

Labor:			
Supervision		$3,190.00	
Labor		31,458.29	
State Industrial Accident Insurance		661.97	
Social Security & Unemployment Insurance		728.16	$36,038.42
Materials:			
Asphalt	1,168.62 Ton at $14.90	$17,413.85	
Freight on Asphalt	1,168.62 " " 8.83	10,322.34	
Demurrage on Asphalt Cars		1,869.78	29,605.97
Equipment Rental & Misc.:			
Equipment Rental		$21,690.00	
Rented Trucks		14,846.36	
Rented Equipment		8,625.74	
Gas, Oil & Grease		3,786.63	
Heating Oil - 74,315.5 Gal. at $0.069		5,100.67	
Rental of Spur Track		150.00	
Freight & Cartage		2,814.29	
Telephone		578.35	
Small Tools & Misc.		1,707.72	
Bond		954.06	
Home Office & General Overhead		3,225.50	63,479.32
Paid to Berndt and McCoy, Subcontractors			79,887.97
Total Cost..........................			$209,011.68

Remarks:

This was a "State Project" calling for the widening, shoulder surfacing and placing of asphaltic concrete pavement on 7.50 miles of the Crater Lake Highway.

Grading and crushing items were subcontracted to Berndt and McCoy with the contractor handling the blacktop paving.

Work started on the grading June 21st, 1950, and was completed October 12th, 1950. Progress was very slow due to inadequate equipment and very lax supervision. No costs were available from the subcontractor, but a large loss was sustained by him for the grading items.

The drilling of the quarry was started June 23rd, and a few test shots were made July 10th. After investigations of the available rock as shown by the test shots, the quarry was abandoned due to insufficient quantities of material, and a new quarry was developed one-half mile north of M.P. 40.0. Rock of fair quality was obtained from the new quarry. The crushing of materials was started August 8th, and completed November 4th. Progress was very slow due to breakdowns and poor supervision. The inefficient operations by the subcontractor hampered the prime contractor and slowed the prosecution of the project.

The blacktop plant was moved onto the project and erection was started July 1st, at M.P. 45.23. The plant was dismantled and moved from this site to the new quarry site at M.P. 40.0 and reassembled. The time lost for these various operations was approximately one month. The blacktop plant purchased for use on this project was a used pla nt, and considerable difficulty was experienced in the set up and use. Progress was extremely low, elapsed working time amounting to 920 hours and actual working time to 505 hours. Production for elapsed working time averaged 26.8 tons per hour and for actual working time averaged 49.9 tons per hour.

This project was a good cleancut job, but poor progress and cooperation by the subcontractor, a new plant requiring considerable mechanical work, a new crew and indifferent supervision and the fact that the change in quarries resulted in a month's loss of summer weather, throwing the completion of the project into inclement weather, all tended to raise costs and resulted in a loss.

E. H. Clymer
Chief Cost Analyst

By . . C. E. Paulsen

RECEIVED
JUN 16 1951
FOR FILING

15-1021

3328

OREGON STATE HIGHWAY COMMISSION
(date)
June 15, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3328	8-final	The Central Heating Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9539	R-17799	$ 12,147.71	June 15, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Sep. 15, 1950

Time Extensions: extended to Dec. 13, 1950

Completion Date: Dec. 13, 1950

Date Accepted: April 13, 1951

Penalties: None of record

Claims:

Remarks:

Warrant released on advice of Chief Counsel

Date: 6-15-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 15 1951
A A Wicklander

6-15-51, JC

RECEIVED
JUL 18 1951
FOR FILING

UNITED PACIFIC
Insurance Company

MEDICAL ARTS BUILDING
TACOMA 1, WASHINGTON

June 6, 1951

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. H. B. Glaisyer
Secretary

Re: Central Heating Company
State Highway Contract No. 3328

Gentlemen:

This is to acknowledge receipt of your letter of May 22, 1951, advising that the contract had been completed and formally accepted by the Highway Commission on April 13, 1951. Your letter further advised of final payments and claims filed against subcontractor Berndt & McCoy.

We understand that surety for the subcontractor has the matter of claims in hand and that all have been paid or arrangements made for payment. Thank you kindly.

Very truly yours,

Harold L. Hawkins
Harold L. Hawkins
Legal Department

6-18-51 [illegible]

HLH:os

cc: Mr. E. T. Lynch
Portland Office

RECEIVED
FOR FILING

15-1081

3324

May 22, 1951

United Pacific Insurance Company
Fidelity & Surety Department
Seattle 14
Washington

Gentlemen:

State Highway contract No. 3328, for grading and paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County, was completed by the contractor, The Central Heating Co., on December 13, 1950 and was formally accepted by the Highway Commission on April 13, 1951.

Revised final payment in the amount of $18,147.73 will be released to the contractor on or after June 1, 1951. The total contract amount is $177,171.21, of which amount $13,297.56 represents force account items.

There are three claims filed against Berndt & McCoy, subcontractors on this project, as follows:

A claim filed by F. L. Somers for equipment rental in the amount of $1,604.82.
K. C. Wernmark has one claim for labor and equipment in the amount of $683.88, including $500 attorney's fees; he has another claim in the amount of $728.49, including $500 attorney's fees, for culvert pipe furnished.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Siegenthaler & Stevenson

NOTED ON CARD

#3328

RECEIVED
19 1951
FOR FILING

15-1021

3328

Mrs Lemm

May 15, 1951

Central Heating Co.
865 Olive Street
Eugene, Oregon

Gentlemen:

In our telephone conversation this morning, you inquired concerning the claims that have been filed against your Contract No. 3328, for construction of the Cascade Gorge-Prospect Section of the Crater Lake Highway, particularly claims against your sub-contractor, Berndt & McCoy.

In checking the records, I find no claims on file against you as principal contractor. However, there are three claims against Berndt & McCoy. F.L. Somers, contractor, Klamath Falls, has a claim in the amount of $1,604.82 for equipment rental; K. C. Wernmark, contractor, Central Point, has one claim in the amount of $683.88, for labor and equipment, including $500 attorney's fees; he has another claim in the amount of $728.49 for culvert pipe furnished and installed, including $500 attorney's fees.

You also inquire whether or not it is our intention to withhold final payment to you on the job because of these outstanding claims. I have consulted with the Highway Commission's Chief Counsel, who informs me that the bond furnished by you in connection with this contract is sufficient to protect the claimants, and he has suggested payment of the final amount due you, which the Auditor informs me is $12,147.73, as soon as the voucher can be processed. Acting on this advice, we will release to you the final warrant as soon as we receive it from the Secretary of State, which, we anticipate, will be within the next couple of weeks.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBS:ls

cc: F.A. Query

NOTED ON CARD
5-15-51 ls

#3328

Somers
$1604.82 - equip. rental due

K. C. Wernmark #1
$1219.87
- 53[illegible].00 paid
683.87 → $183.88 labor + equip.
500.00 atty fee
$683.88 balance due

K. C. Wernmark #2
$728.49 - $228.49 pipe labor etc.
500.00 atty fee -
728.49 balance due

#

12,147.73 [illegible] first

RECEIVED
FOR FILING

[illegible]

[illegible]

April 11, 1951

To the State Highway Commission:

Gentlemen:

In preparation of the final estimate on the resurfacing of the Cascade Gorge–Prospect section of the Crater Lake Highway, it appears that there will be an overrun of the project authorization in the amount of approximately $[illegible], which is nine per cent over the authorization.

The overrun, in the main, was caused by necessity of moving the contractor's crushing and asphalt mixing plants, due to the designated quarry's not having a sufficient amount of material to perform the work. In addition to the cost of moving the plants, further charges were involved by reason of additional haul on surfacing materials, the hauling of water to the new site, and the construction of a short section of hauling road, all of which would not have been required if the designated quarry had contained sufficient materials.

This matter will be on the next agenda, and your approval is requested for an additional project authorization in the amount of $[illegible], which will increase the approved project authorization from $[illegible] to $[illegible].

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:ms

cc Mr. W. C. Williams
Mr. S. H. Probert
Mr. H. G. Smith

RECEIVED
MAR 29 1951
FOR FILING

15-1021

[illegible]

Mrs Lewis

March 27, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

We have received from Mr. F. L. Somers a carbon copy of a letter dated March 21 which he wrote to the United States Fidelity and Guaranty Company, Cascade Building, Portland. In his letter to the United States Fidelity and Guaranty Company he states that Walter Berndt and Austin B. McCoy owe him $1,604.82 for equipment rental incurred on State Highway Contract No. 3328, known as the Cascade Gorge-Prospect Section on the Crater Lake Highway in Jackson County. This contract was awarded to the Central Heating Company of Eugene and apparently Walter Berndt and Austin B. McCoy were acting as subcontractors for the principal.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with State Highway Contract No. 3328.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Building
Portland 4, Oregon

Siegenthaler & Stevenson
Titus Building
163 Broadway
Eugene, Oregon

The Central Heating Co.
865 Olive Street
Eugene, Oregon

RECEIVED
MAR [illegible]0 1951
FOR FILING

15-1121

3328

Mrs Lewis

March 27, 1951

Mr. F. L. Somers
P. O. Box 938
Klamath Falls, Oregon

Dear Mr. Somers:

We have your letter of March 22nd to which you had attached a copy of your letter of March 21st addressed to the United States Fidelity and Guaranty Company in Portland. In your letter to the Fidelity and Guaranty Company you state that Walter Berndt and Austin McCoy owe you $1,604.82 for equipment rental incurred on the Cascade Gorge-Prospect Section on the Crater Lake Highway in Jackson County, State Highway Contract No. 3328. This contract was awarded to the Central Heating Company, 865 Olive Street, Eugene, and the performance bond was furnished by the United Pacific Insurance through Siegenthaler and Stevenson, 163 Broadway, Eugene, Oregon.

The State looks to the principal contractor for completion of the work and payment of bills incurred in connection with the job. It may be that Berndt and McCoy furnished a bond to the Central Heating Company, principal contractors.

Contract No. 3328 on the Cascade Gorge-Prospect Section was completed December 13, 1950, but to date has not been accepted by the Commission and final payment has not been made. If you wish to protect your claim for a period longer than six months following completion and acceptance of the contract, it is suggested that you file your claim with the Secretary of State. Attached are excerpts from the Oregon Law outlining the necessary procedure.

Your claim will be noted in your records and we will advise the United Pacific Insurance Company and the Central Heating Company that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

FAQ:md

Secretary

Attach.

[illegible]D ON CARD

F. L. SOMERS
GENERAL CONTRACTOR
P. O. BOX 938 • • TELEPHONE 7038
KLAMATH FALLS, OREGON

March 22, 1951

Oregon State Highway Comm.
Salem, Oregon

Dear Sir:

Inclosed is a copy of our letter to United States Fidelity and Guaranty Company which is self explanatory.

Very truly yours,

F. L. SOMERS

By F. L. Somers
F. L. Somers-Owner

FS:lf

Query — Mrs Lewis
usual letters
[illegible]

RECEIVED
MAR 23 1951
OREGON
STATE HIGHWAY COMMISSION

March [illegible], 19[illegible]

[illegible] Guaranty Co.
111[illegible] [illegible] Building
Portland, Oregon

Gentlemen:

We have been informed that you have [illegible] bond for Walter Hewitt [illegible] McCoy on their sub contract with Central Paving Company of [illegible], Oregon on Oregon State Highway Contract [illegible] known as the [illegible] [illegible] Section of [illegible] Highway.

We wish to advise you that Hewitt [illegible] McCoy Construction Company rented some equipment from us for use in connection with their work on this contract. At the present time they owe us $1,[illegible] for rentals accrued on the equipment we rented to them on this project. We have requested payment several times from Mr. McCoy as well as their office on the job without results.

We will appreciate any action you might take to settle this account.

Very truly yours,

[illegible]

By________________________
[illegible] Somers-[illegible]

[illegible]:lf
cc: L.D. Lytle-[illegible] Inc.
Central Paving Co.
Ore. State Hwy. Department

RECEIVED
MAR 1 [illegible]
FOR FILING

15-[illegible]

[illegible]

March 12, 1951

The Central Heating Co.
865 Olive St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 26, 1951, had under discussion your request for an extension of time of 28 days, from November 15 to December 13, 1950, within which to complete your contract No. 3328 covering grading and paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: K. D. Lytle,
Division Engineer

[illegible]. B. Merrill,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD
3-12-51

RECEIVED
MAR 9 - 1951
FOR FILING

15-10-1

3328

Mrs Lewis

March 8, 1951

Mr. K. C. Wernmark
105 Eighth Street North
Central Point, Oregon

Dear Mr. Wernmark:

We have your letter of February 26 to which was attached copies of two letters addressed to the Secretary of State concerning your claims against Contracts No. 3328 awarded to the Central Heating Company for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

You advise that on your claim in the sum of $1,219.87 you have received payment in the amount of $535.99, leaving a balance of $683.88. On the other claim filed with this office in the amount of $728.49 you state that you have refused to accept the sum of $18.14 as final payment.

The information furnished will be transmitted to the contractor and surety and noted in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

[illegible]

P. O. BOX 115

K. C. WERNMARK *Contractor*

105 EIGHTH STREET NORTH
CENTRAL POINT, OREGON

February 26, 1951

3328

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Inclosed is further correspondence relative to my claims against the Prospect-Cascade Gorge Road Widening Contract #3328 for your files.

Respectfully yours,

K. C. Wernmark

K. C. Wernmark

February 26, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

AMENDED CLAIM

Our claim of $1,219.87 against the Cascade Gorge-Prospect Highway Paving and Widening Contract No. 3328 is hereby amended by receipt of payment of $535.99 from Berndt & McCoy Company, leaving a balance due of $183.88 for personal labor and equipment purchased and $500.00 for attorney's fee making a total of $683.88.

We would appreciate acknowledgment of this letter.

Respectfully yours,

K. C. Wernmark

KCW:cw

February 26, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

RE CLAIM FOR $728.49 AGAINST
STATE HIGHWAY CONTRACT #3328

This is to notify you that on our claim for $728.49 against the Cascade Gorge-Prospect Highway Paving and Widening Contract No. 3328 (see letter of January 15, 1951) we have refused to accept a check in the sum of $18.14 in payment for our claim of $228.49.

Copy of inclosed letter to Berndt and McCoy company is self-explanatory.

Respectfully yours,

K. C. Wernmark

KCW:cw

COPY

February 18, 1951

Berndt & McCoy Company
Vancouver, Washington

Attention: Mr. McCoy

Dear Sir:

We are herewith returning your check #1655 in the sum of $18.14 as not sufficient to cover in full the payment of charges for the concrete pipe installed by me on Highway Contract #3328, Cascade Gorge-Prospect Road Widening. The amount now past due and payable immediately is $228.49.

Your check #1656 in the sum of $535.99 is being credited to the personal labor and equipment furnished by me on the final clean-up of the above mentioned contract, and is not accepted as payment in full--but as partial payment--leaving a balance of $183.88 due for personal labor. Please pay this balance at once since it has been due since December 15, 1950.

Your total due and payable on both portions of this work is:

Pipe contract	$228.49
Personal labor	183.88
	$412.37

Very truly,

K. C. Wernmark

RECEIVED
MAR [illegible]
FOR FILING

15-1021

3328

Mrs Lewis

March 8, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached are copies of letters received in this office from Mr. K. C. Wernmark concerning his claims against the Central Heating Company on Contract No. 3328 for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County. Briefly, these letters advise that partial payment has been received on the claims, but, apparently ~~the~~ a balance is still owed.

This information is provided as the United Pacific Insurance Company appears as surety on the performance bond furnished with Contract 3328.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Siegenthaler and Stevenson
Titus Building
163 Broadway
Eugene, Oregon

The Central Heating Company
865 Olive Street
Eugene, Oregon

RECEIVED
MAR 7 - 1951
FOR FILING

[illegible]

[illegible]

March 6, 1951

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

State highway contract No. 3328, for grading and paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County, was completed by the contractor, The Central Heating Co., on December 13, 1950 but has not as yet been formally accepted by the Commission.

Final payment in the amount of $5,103.82 will be made to the contractor after acceptance of the contract by the Highway Commission. The total contract amount is $170,127.30, of which amount $13,297.56 represents force account items.

There is a claim filed against this project by K.C. Wernmark for material and labor furnished in the amount of $1,219.87, of which you have been previously notified. On February 26 we were advised that this amount has been reduced to $683.88.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Portland Branch Office

Siegenthaler & Stevenson

RECEIVED
[illegible] 8 1951
FOR FILING

February 9, 1951

Request for extension of time
No. 8
February 26 and 27 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from the Central Heating Company for an extension of time on Contract No. 3328, Cascade Gorge-Prospect Section of the Crater Lake Highway, from November 15, 1950 to December 13, 1950.

The State specified a certain quarry on this project which proved unsatisfactory, and it was necessary to locate and secure another quarry. The contractor was delayed by this move, and the location of the new quarry involved additional haul which could not be anticipated at the time.

The contractor completed the project as soon as it was possible under the circumstances, and I would, therefore, recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. Williams
 Mr. Smith

hi

RECEIVED
JAN [illegible] 1951
FOR FILING

15-1021

3328

Mrs Lew

January 19, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

We acknowledge with thanks your letter of January 17 to which was attached three copies of a claim filed with your office by K. C. Wernmark against the General or Central Heating Company in the sum of $1,219.87 in connection with the contractor's operations on State Highway Contract 3328, your file No. 3254.

Our records show that the principal contractor on State Highway Contract No. 3328 is the Central Heating Company, 865 Olive Street, Eugene, Oregon.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/18

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date, a Notice of Claim by K. C. Wernmark, for personal labor, equipment rental, equipment purchase and repair in the sum of $719.87 and $500.00 for attorney's fees for a total of $1,219.87 , against the bond taken from General Heating Company, Eugene, Oregon, prime contractor, and unknown surety company as surety, for the work on the Cascade Gorge--Prospect Highway Paving and Widening Contract No. 3328. This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co. State Highway Contract #3328. Our File No. 3254.

We are enclosing three copies of the claim for your information and files.

Please acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

Note: In the enclosed claim, the principal is listed in one place as General Heating Company, Eugene, Oregon, and in the other as Central Heating Company, and our copies have been made accordingly.

RECEIVED
1951
FOR FILING

15-1021

Mrs Lewis

January 19, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by K. C. Wernmark, P. O. Box 115, Central Point, Oregon, against the Central Heating Company or the General Heating Company. This claim is for labor, equipment rental, purchase and repair in the sum of $719.87 plus $500.00 for attorney's fees for a total of $1,219.87 and has been filed against State Highway Contract No. 3328 which was awarded to the Central Heating Company for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

This information is provided as the United Pacific Insurance Company furnished the bond which was provided with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md 1/18
Attach.

cc - Siegenthaler and Stevenson
Titus Building
163 Broadway
Eugene, Oregon

The Central Heating Company
865 Olive Street
Eugene, Oregon

K. C. WERNMARK Contractor

P. O. Box 115

140 Eighth Street North
Central Point, Oregon

January 15, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

CLAIM FOR $1,219.87 AGAINST STATE
HIGHWAY CONTRACT #3328

Notice is hereby given that the undersigned, K. C. Wern mark, contractor, has a claim as of January 4, 1951, for personal labor, equipment rental, equipment purchase and repair in the sum of $719.87 and $500.00 for attorney's fees for a total of $1,219.87 against the Cascade Gorge--Prospect Highway Paving and Widening Contract No. 3328, prime contractor, General Heating Company, Eugene, Oregon, and unknown surety company.

This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co.

Please acknowledge receipt of this notice.

Respectfully yours,

K. C. WERNMARK
K. C. Wernmark

KCW:CW

Endorsed:
File No. 3254
FILED JAN 17 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
1951
FOR FILING

15-1121

3328

Mrs Sims

January 18, 1951

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Sir:

This is to acknowledge your letter of January 17 to which was attached three copies of a claim filed with your office by K. C. Wernmark against Central Heating Company for materials and labor furnished in the prosecution of State Highway Contract No. 3328.

This claim is in the sum of $738.49 and bears your file No. 3255.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

January 17, 1951

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon.

Dear Sir:

We have received and filed as of this date, a Notice of Claim by K. C. Wernmark for concrete culvert pipe, hauling, excavation, and labor in the sum of $228.49 and $500.00 for attorney's fees for a total of $728.49, against the bond taken from Central Heating Company, Eugene, Oregon, prime contractor, and unknown surety company, surety, for the work on the Cascade Gorge—Prospect Highway Paving and Widening Contract No. 3328. This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co.
State Highway Contract #3328. Our File No. 3255.

We are enclosing three copies of the claim for your information and files.

Please acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State.

N:Fb
Enc

1-17-51

DECEIVED
FOR FILING

Mrs Lewis

January 18, 1951

United Pacific Insurance Company
Fidelity and Surety Department
Seattle 14, Washington

Gentlemen:

Attached is a copy of a claim which has been filed with the Secretary of State by K. C. Wernmark, Post Office Box 115, Central Point, Oregon, against Central Heating Company for materials, excavation and labor in the sum of $228.49 plus $500.00 attorney's fees. This claim is in connection with State Highway Contract 3328 for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County. They state that the materials and other items furnished were for Berndt and McCoy, sub-contractors to the Central Heating Company.

This information is provided as the United Pacific Insurance Company appears as surety on the bond furnished in connection with the above contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Siegenthaler & Stevenson
Titus Building
163 Broadway
Eugene, Oregon

The Central Heating Company
865 Olive Street
Eugene, Oregon

P. O. Box 115

K. C. WERNMARK Contractor

140 Eighth Street North
Central Point, Oregon

January 12, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

CLAIM FOR $728.49 AGAINST STATE
HIGHWAY CONTRACT #3328

Notice is hereby given that the undersigned, K. C. Wernmark, contractor, has a claim as of January 4, 1951, for concrete culvert pipe, hauling, excavation, and labor in the sum of $228.49 and $500.00 for attorney's fees for a total of $728.49 against the Cascade Gorge--Prospect Highway Paving and Widening Contract No. 3328, prime contractor, Central Heating Company, Eugene, Oregon, and unknown surety company.

This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co.

Please acknowledge receipt of this notice.

Respectfully yours,

K. C. WERNMARK
K. C. Wernmark

KCW:cw

Endorsed:
File No. 3255
FILED JAN 17 1951
EARL T. NEWBRY, Secretary of State

RECEIVED
[illegible] 1951
FOR FILING

15-1021

3328

Mrs Lewis

January 18, 1951

Mr. K. C. Wernmark
P. O. Box 115
Central Point, Oregon

Dear Mr. Wernmark:

This is to acknowledge your letter of January 15 to which was attached copies of your claims in the amounts of $728.49 and $1,218.97 against the Central Heating Company for materials and labor furnished in connection with State Highway Contract 3328 for grading and paving the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

The surety on the above contract is United Pacific Insurance Company and their agent in this instance is Siegenthaler and Stevenson, Titus Building, 163 Broadway, Eugene, Oregon. As requested in your letter we are forwarding a detailed copy of the statement to the surety.

We note from your letter that you have not yet received payment from Berndt Construction Company on Contract 3115. Our records show, however, your claim has been filed with the Secretary of State thereby protecting your claim for a period longer than six months following completion and acceptance of the job. Semi-final and final payments on Contract 3115 are being withheld by the Commission until we have evidence that the claims have been satisfied.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

P. O. BOX 115

K. C. WERNMARK *Contractor*

140 ~~135~~ EIGHTH STREET NORTH
CENTRAL POINT, OREGON

January 15, 1951

Mr. H. B. Glaisyer
Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

Inclosed are copies of claims filed with the Secretary of State. Also inclosed are copies which we would appreciate your forwarding to the bonding company which represents Central Heating Company of Eugene as we do not know their name or address. At your convenience we would appreciate receiving their name and address from your office.

Respectfully yours,

K. C. Wernmark

K. C. Wernmark

[illegible]:cw

P.S. For your information, the Continental Casualty Company has not settled the claims against [illegible] Construction Company on the Sams Valley Highway project #3115. It seems they are being held up in the office of Lou [illegible], Attorney, Portland, Oregon.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

P. O. BOX 115

K. C. WERNMARK *Contractor*

140 EIGHTH STREET NORTH
CENTRAL POINT, OREGON

January 12, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

CLAIM FOR $728.49 AGAINST STATE
HIGHWAY CONTRACT #3328

Notice is hereby given that the undersigned, K. C. Wernmark, contractor, has a claim as of January 4, 1951, for concrete culvert pipe, hauling, excavation, and labor in the sum of $228.49 and $500.00 for attorney's fees for a total of $728.49 against the Cascade Gorge--Prospect Highway Paving and Widening Contract No. 3328, prime contractor, Central Heating Company, Eugene, Oregon, and unknown surety company.

This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co.

Please acknowledge receipt of this notice.

Respectfully yours,

K. C. Wernmark

KCW:cw

140xxx

January 11, 1951

Berndt and McCoy Company
Box 427
Vancouver, Washington

Gentlemen:

In reply to your letter of December 21, 1950, we are crediting you in the amount of $1,486.36 on the concrete pipe laying work and excavation unclassified which was completed on the Cascade Gorge--Prospect Highway Road Widening Contract [illegible] 28 which the Central Paving Company of Eugene completed as prime contractor and which your company held a sub-contract.

The completion and finalbill amounts to $4,388.75 of which we received $2,673.90 on October 5, 1950, and your recent check #9198 in the amount of $1,486.36. Payments thus far total $4,160.26 leaving a balance of $228.49. The amounts involved are as follows:

1,248' 12" culvert pipe @ 3.00	3,744.00	
26' 18" culvert pipe @ 4.50	117.50	
21' 24" culvert pipe @ 5.00	105.00	
50.85' excavation unclass. @ 5.00	254.25	4,220.75

Work authorized by Walter Berndt, partner in your company and required by the resident engineer, Walter [illegible], consisted of the replacement of 36' of 12" culvert pipe and the repair of 12' of 36" culvert pipe, the charges for which are as follows:

36' replacement @ 3.50	126.00	
12' repair @ 3.50	42.00	168.00
		4,388.75
Amount received Oct. 5, 1950	2,673.90	
Amount received Jan. 4, 1951	1,486.36	4,160.26
Balance due		228.49

Very truly yours,

F. C. Wernmark

P.O. Bx 115
140 xxx 8th St. No.
Central Point, Ore.

January 15, 1951

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Dear Sir:

CLAIM FOR $1,219.87 AGAINST STATE HIGHWAY CONTRACT #3328

Notice is hereby given that the undersigned, K. C. Wernmark, contractor, has a claim as of January 4, 1951, for personal labor, equipment rental, equipment purchase and repair in the sum of $719.87 and $500.00 for attorney's fees for a total of $1,219.87 against the Cascade Gorge--Prospect Highway Paving and Widening Contract No. 3328, prime contractor, General Heating Company, Eugene, Oregon, and unknown surety company.

This claim is for work performed for the Berndt & McCoy Co., Vancouver, Washington, sub-contractors to Central Heating Co.

Please acknowledge receipt of this notice.

Respectfully yours,

K. C. Wernmark

KCW:cw

140xx

January 12, 1951

Berndt and McCoy Company
Box 427
Vancouver, Washington

Gentlemen:

I am herewith sending you an itemized list of hours that I worked for your company as foreman during the final clean-up of the right-of-way and ditches on the Cascade Gorge---Prospect Highway Clearing contract, State Highway contract [illegible], with Central [illegible] Paving Company, prime contractor, and your company, sub-contractor. Also included is detailed truck and pick-up rental as well as equipment purchased for performing this work.

I was employed by Walter Berndt to supervise a group of men in the clean-up work on the right-of-way and ditches to the satisfaction of the resident engineer and inspectors and was hired as a foreman at the rate of $2.50 an hour. Please see the attached sheet for the itemization per the time tickets you have received.

Total hours foreman--161 Rate--$2.50 per hr. $402.00

I rented your company on order of Walter Berndt a two-ton flat-bed truck at [illegible] per hour for the use of the truck only in hauling brush and logs off the right-of-way to pile and burn, with Berndt & McCoy Company to furnish the gas and oil.

Total hours--[illegible] Rate--$2.50 per hr. $171.25

I rented a ½ ton pick-up truck to your company on order of Walter Berndt to haul the men from Medford to Prospect and return, 50 miles each way, and additional miles driving about the job in my supervisory duties at the rate of $3.00 per day.

Total days--[illegible] 1/3 Rate--$3.00 per day $[illegible].00

I purchased and paid for [illegible] from [illegible], Medford, Oregon, to do this job on order of Mr. Berndt, and [illegible] would reimburse me, in the amount of $[illegible].

I purchased and paid for [illegible] from the Cascade Gorge Grocery in the amount of $3.72 on orders of Mr. Berndt when he could furnish no [illegible] here for the men.

I incurred and paid a bill of $[illegible] for [illegible] tools that Mr. Berndt furnished, to wit: a hand saw, an axe, a grubbing hoe, and a brush hook, also on orders from Mr. Berndt.

I rented for Mr. Berndt on his orders a gasoline powered tree falling saw from Everett Shafer of Prospect, Oregon, who submitted his bill to you in the amount of $30.00. This has been paid by your company.

The totals that you owe me to date are as follows:

Personal labor	$402.00
Truck rental	171.25
Pick-up rental	79.00
Equipment purchased	61.99
Water bags purchased	2.98
Tool sharpening	2.65
Amount due	$719.87

Respectfully yours,

L. C. [illegible]

STATE HIGHWAY CONTRACT #3328--Cascade Gorge--Prospect Highway

FINAL CLEAN-UP OF [illegible]

			K.C.Wernmark, foreman Rate $2.00 per hr.		2-ton flat bed truck--$2.50 per hr.		½ ton pick-up Rate--$3.00 per da
1950	Oct.	20	8 hr.	$16.00	5 hrs.	$12.50	$3.00
		21	3	6.00			1.00
		23	9	18.00	2	5.00	3.00
		24	9	18.00	3	7.50	3.00
		25	9	18.00	1½	3.75	3.00
		26	9	18.00	6	15.00	3.00
		27	9	18.00	8	20.00	3.00
		30	9	18.00	8	20.00	3.00
		31	8	16.00	7	17.50	3.00
	Nov.	1	8	16.00	7	17.50	3.00
		2	8	16.00	7	17.50	3.00
		3	8	16.00	7	17.50	3.00
		6	8	16.00	7	17.50	3.00
		7	8	16.00			3.00
		8	Drove up--no work--rain				3.00
		9	" " " " "				3.00
		10	8	16.00			3.00
		13	8	16.00			3.00
		14	8	16.00			3.00
		15	8	16.00			3.00
		16	8	16.00			3.00
		17	8	16.00			3.00
		20	8	16.00			3.00
		21	8	16.00			3.00
		22	8	16.00			3.00
		27	8	16.00			3.00
		28	8	16.00			3.00 3.00
			201 hr.	$402.00	68½ hrs.	$171.25	79.00 --26 1/3 days

RECEIVED
[illegible] 8 - 1951
FOR FILING

[illegible]

[illegible]

January 4, 1951

United Pacific Insurance Co.
Fidelity and Surety Department
Seattle 14
Washington

NOTED
H. B. GLAISYER

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to The Central Heating Company on contract No. 3328, for grading and paving on the Cascade Gorge-Prospect Section on the Crater Lake Highway in Jackson County. This payment, in the amount of $6,821.93, will be made on or after January 15, 1951. The retained percentage is $5,103.82.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: United Pacific Insurance Co.
Portland Branch Office
627 Board of Trade Bldg.
Portland 4, Oregon

Siegenthaler & Stevenson
163 Broadway
Eugene, Oregon

Form E-1—5M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Dec. 16, 19 50

Section Cascade Gorge-Prospect

Kind of work Grading and Paving

Highway Crater Lake

Section prefix 15-1021

Contractor The Central Heating Co.

Contract number 3328

Date of Contract May 25, 19 50

Date of completion Sept. 15, 19 50

Date work started June 21, 19 50

Estimated date of completion 19

Amount of contract $ 159,010.00

Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 170,130

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 13,325, 7.8 %

Date project was completed Dec. 13, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This project was completed, Dec. 13, 1950

Tom Edwards, Ass't Division Engineer was over the job Wednesday.

RECEIVED
DEC 18 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED

NOTED
B. A. MARTIN

Signed WB Merrill Res. Engr.

Address Medford, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

2"-0
3/4"-0

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					7.5
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date		10,490			16,497
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					1
Hours per shift					8
Average force on project for week					3

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
NOV [illegible] 1950
FOR FILING
FORM E-30 28M 8-50 42288

[illegible]

1917

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 21st, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

In regard to Assignment #1917, request of L. G. Jolley, Forest Supervisor at Medford, that the curb be eliminated and more parking space be provided at the Mill Creek Falls overlook on the Crater Lake Highway.

Mr. Edwards advises that owing to the necessity of changing the quarry and greatly delaying the contractors on the project, it was thought best not to try to do any additional work. I imagine, however, that the matter was overlooked somewhere in their office, since we asked for an estimate on the first of June, long before the contractors had moved onto the job. I instructed them to slightly widen the highway at a viewpoint during the grading, but I think the point was east of Prospect instead of southwest of Prospect as the Mill Creek Falls seem to be.

I will investigate this further on my next inspection.

Very truly yours,

HGSmith
H. G. Smith
Construction Engineer

HGS:AR

ate: May 31, 1950 ASSIGNMENT No. 1917

By ____

Description: L. G. Jolley's letter of May 23 re slight change of alignment at view point for Mill Creek Falls.

Acknowledged by _____ Referred to H. G. Smith

xx Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for _______________ signature

Assignment executed 11-22-50 Report received ______
mu

Remarks:

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE
ROGUE RIVER NATIONAL FOREST

ADDRESS REPLY TO
FOREST SUPERVISOR
AND REFER TO

MEDFORD, OREGON

U
USES, Rogue River
Rock Quarry
State of Oregon
5/8/50

May 23, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. [illegible] C. Williams

Dear Mr. Williams:

Mr. K. D. Lytle, Roseburg Division Engineer, has on file a special use permit from this Forest which gives the State of Oregon permission to quarry and crush rock at one of our pits near Prospect.

I want to take this opportunity to tell your department that personnel of this Forest are all greatly pleased with the betterment job you are planning on Highway 62, Cascade Gorge to Prospect. I have heard frequent and favorable comment from the general public on the improvement that will result. This is particularly true of the loggers in the vicinity of Prospect. I know you will be glad to hear a good word instead of a knock from that area.

I am wondering if there is any room in the planned program for a slight change of alignment at the view point for Mill Creek Falls. This very popular stopping place is on a fairly tight curve and on a grade. Our people have seen some wrecks occur here when East bound tourists pull back on the highway ahead of traffic coming up behind them. Conversely West bound tourists have to cross the highway to get into their own lane and are thus exposed to oncoming traffic facing them as well as traffic coming up from the rear. I imagine the number of wrecks we have seen is very small compared to the near misses that have occurred.

A cursory inspection leads me to believe that a short section of new road would be feasible. This would eliminate some of the curve cited above and leave the old road for the sightseers to use. This sightseers traffic could be controlled when re-entering the suggested new section with standard stop signs.

The point I have in mind is 1.0 miles Southwest of Prospect via the existing highway. Please let me know how you feel about some sort of construction to eliminate the hazard outlined.

Very truly yours,

L. G. Jolley

L. G. JOLLEY
Forest Supervisor

RECEIVED
NOV 11 1950
FORM E-129X 25M 4-50
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. MCIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

15-1021

3321

November 10, 1950

Standard Oil Company
Prospect
Oregon

Materials
Crushed Rock
& Gravel

Dear Sirs:

This is to confirm our telegram of yesterday granting your permission to purchase 60 cubic yards of rock from the Central Heating Company on Contract No. 3328.

This permission was requested in your telegram of November 8 to Mr. W. C. Williams.

Very truly yours,

H. G. Smith
Construction Engineer

By:
Edwin A. Pease
Construction Office Engineer

EAP:es
cc: W. C. Williams
K. D. Lytle
W. B. Merrill
Central Heating Company

RECEIVED
NOV 11 1950
FOR FILING

DOMESTIC SERVICE	
Check the class of service desired; otherwise this message will be sent as a full rate telegram	
FULL RATE TELEGRAM ☒	SERIAL ☐
DAY LETTER ☐	NIGHT LETTER ☐

WESTERN UNION

1206

W. P. MARSHALL, PRESIDENT

INTERNATIONAL SERVICE	
Check the class of service desired; otherwise this message will be sent at the full rate	
FULL RATE ☐	DEFERRED ☐
CODE ☐	NIGHT LETTER ☐

NO. WDS.-CL. OF SVC.	PD. OR COLL.	CASH NO.	CHARGE TO THE ACCOUNT OF	TIME FILED

Send the following message, subject to the terms on back hereof, which are hereby agreed to

SALEM, OREGON
NOVEMBER 9, 1950

STANDARD OIL COMPANY
PROSPECT, OREGON

PERMISSION GRANTED TO PURCHASE SIXTY CUBIC YARDS OF ROCK FROM CENTRAL HEATING COMPANY ON CONTRACT 3328.

NOTED
W. C. WILLIAMS

H. G. SMITH
CONSTRUCTION ENGINEER

cc Mr. W. C. Williams

CLASS OF SERVICE

This is a full-rate Telegram or Cablegram unless its deferred character is indicated by a suitable symbol above or preceding the address.

WESTERN UNION

1201

W. P. MARSHALL, PRESIDENT

SYMBOLS

DL=Day Letter
NL=Night Letter
LC=Deferred Cable
NLT=Cable Night Letter
Ship Radiogram

The filing tim day letters is STANDARD TIME at point of origin. Time of receipt is STANDARD TIME at point of destination

.=OB294 SSE705

O.MEA238 NL PD=PROSPECT ORG 8= 1950 NOV 8 PM 8 52

=W C WILLIAMS=

:STATE HIGHWAY COMM SALEM ORG=

=PLEASE GRANT PERMISSION TO CENTRAL HEATING CO ON JOB 3328 TO SELL US 60 YARDS CRUSHED ROCK TO BE USED IN OUR PLANT DRIVE WAY ADJACENT TO HIGHWAY 62 THANKS=

:STANDARD OIL CO=.

THE COMPANY WILL APPRECIATE SUGGESTIONS FROM ITS PATRONS CONCERNING ITS SERVICE

ALL MESSAGES TAKEN BY THIS COMPANY ARE SUBJECT TO THE FOLLOWING [illegible]

To guard against mistakes or delays, the sender of a message should order it repeated, that is, telegraphed back to the originating office for comparison. For this, one-half the unrepeated message rate is charged in addition. Unless otherwise indicated on its face, this is an unrepeated message and paid for as such, in consideration whereof it is agreed between the sender of the message and this Company as follows:

1. The Company shall not be liable for mistakes or delays in the transmission or delivery, or for non-delivery, of any message received for transmission at the unrepeated-message rate beyond the sum of five hundred dollars; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of [illegible] in the working of its lines; nor for mistakes or delays in the transmission or delivery, or for non-delivery, of any message at the repeated-message rate beyond the sum of five thousand dollars, unless specially valued; nor in any case for delays arising from [illegible] thousand dollars.

2. In any event the Company shall not be liable for damages for mistakes or delays in the transmission or delivery, or for the non-delivery, of any message, whether caused by the negligence of its servants or otherwise, beyond the actual loss, not exceeding in any event the sum of [illegible] the message is valued, unless a greater value is stated in writing by the sender thereof at the time the message [illegible] represents that agreed to be paid, and an additional charge equal to one-tenth of one percent of the amount by which such valuation [illegible] rate is paid or

3. The Company is hereby made the agent of the sender, without liability, to forward this message over the lines of any other company when necessary to reach its destination.

4. Except as otherwise indicated in connection with the listing of individual places in the filed tariffs of the Company [illegible] a domestic telegram or an incoming cable or radio message covers its delivery within the following limits: In cities or towns of [illegible] as shown by the filed tariffs of the Company, is not operated through the agency of a railroad company, within [illegible] more inhabitants where, as shown by the filed tariffs of the Company, the telegraph service is performed [illegible] in cities or towns of less than 5,000 inhabitants in which an office of the Company is located, within [illegible] does not undertake to make delivery, but will endeavor to arrange for delivery as the agent of the sender, with [illegible] charge from the addressee and agrees to pay such additional charge if it is not collected from the addressee. There will be no additional charge for [illegible] the corporate limits of any city or town in which an office of the Company is located

5. No responsibility attaches to this Company concerning messages until the same are accepted at one of its transmitting offices [illegible] the Company's messengers, he acts for that purpose as the agent of the sender.

6. The Company will not be liable for damages or statutory penalties when the claim is not presented in writing to the Company [illegible] the Company for transmission in the case of a message between points within the United States (except in the case of an intrastate [illegible] States on the one hand and a point in Alaska, Canada, Labrador, Mexico, Newfoundland and St. Pierre & Miquelon Islands on the [illegible] a ship at sea or in the air, (b) within 95 days after the cause of action, if any, shall have accrued in the case of an intrastate message in [illegible] with the Company for transmission in the case of a message between a point in the United States and a foreign or overseas point or [illegible] provided, however, that this condition shall not apply to claims for damages or overcharges within the purview of Section 415 of the [illegible]

7. It is agreed that in any action by the Company to recover the tolls for any message or messages the prompt and correct [illegible] subject to rebuttal by competent evidence.

8. Special terms governing the transmission of messages according to their classes, as enumerated below, shall apply [illegible] to all the foregoing terms.

9. No employee of the Company is authorized to vary the foregoing.

1-49

CLASSES OF SERVICE

DOMESTIC SERVICES

INTERNATI

FULL RATE (FR)

The standard fast service at full [illegible]

RECEIVED
NOV 2 - 1950
FOR FILING

15-10-1

33 [illegible]

November 1, 1950

The Central Heating Co.
865 Olive St.
Eugene, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of 60 days, from September 15 to November 15, 1950, within which to complete your contract No. 3328 covering the Cascade Gorge-Prospect section of the Crater Lake Highway in Jackson County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: K. D. Lytle,
Division Engineer

Walter B. Merrill,
Resident Engineer

H. G. Smith

NOTED ON CARD

RECEIVED
OCT 27 1950
FOR FILING

15-[illegible]

3334

October 24, 1950

Request for extension of time
No. 10
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen

Herewith is a request from the Central Paving Company for an extension of time on Contract No. 3328 Cascade Gorge-Prospect Section of the Crater Lake Highway, from September 30, 1950 to November 15, 1950.

The State specified a certain quarry to be used on this project, and when the contractor opened this quarry it proved to be unsatisfactory. He had already set up his plant and was ready to commence operations. He was held up until such time as the State could locate and secure another quarry, and he was forced to move and re-establish his plant.

For these reasons I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
Mr. H. G. Smith

hi

RECEIVED
JUL 28 1950
FOR FILING

July 27, 1950

Central Heating Company
Eugene
Oregon

Gentlemen:

15- [illegible]
+3335

We will rent you our T.D. 8 tractor and dozer for use on your highway contract near Prospect for $30 per day or $900 per month, time to be counted straight from day you take it to day you return it. You are to keep tractor repaired and return it in as good shape as now, reasonable wear and tear excepted.

Payment is to be made to the State within 30 days after returning equipment.

If this is satisfactory, please sign attached copy and return to Salem and we will notify Mr. Lytle by phone to let you take it.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. [illegible] Stiffler
Assistant State Highway Engineer

WCS:F
oc

We agree to provisions of the above rental agreement.

Central Heating Company

By____________________

cc: E. A. Collier
K. D. Lytle
M. H. Hawke

FORM E-30 25M 1-50 37535

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Roseburg, Oregon

July 26, 1950

SUBJECT: Request to Rent Cat

To:

E. A. Collier
Maintenance Engineer

Dear Sir:

The Central Heating Company of Eugene has the contract for the paving work on the Cascade Gorge-Prospect Section of the Crater Lake Highway. The Company wishes to rent our tractor for a period of time which will likely end about September 1st. We have been using this tractor in clearing our Prospect Maintenance Site - believe the number is 37-812.

As far as I know, we have no immediate use for this equipment and I recommend that we permit the Company to use it. The cat would be used to feed the hot plant which will be relatively easy work.

Very truly yours,

K. D. Lytle

K. D. LYTLE
Division Engineer

NOTED
A. F. Parson

kdl;g

cc: Central Heating Co.
Bromley
Merrill

RECEIVED
JUN 26 1950
FOR FILING
FORM E-30 25M 1-50 37535

15 [illegible]

3328

C O P Y

OREGON STATE HIGHWAY COMMISSION
INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 22nd, 1950

1372

SUBJECT:

To:

Mr. K. D. Lytle
Division Engineer
State Highway Department
Roseburg, Oregon

NOTED
W. C. WILLIAMS

Dear Sir:

I am attaching letter written by Robert L. May, Jr., Assistant Attorney, regarding the permit issued by the California-Oregon Power Company for use of the hauling road and quarry in connection with the Central Heating Company's Contract #3328 on the Crater Lake Highway.

You should caution the contractor that the company is very fearful of damage to their power plant, and advise him that he should be especially cautious in his operations in order not to damage the company's property.

Very truly yours,

H. G. Smith
Construction Engineer

HGS:AR
Enc.

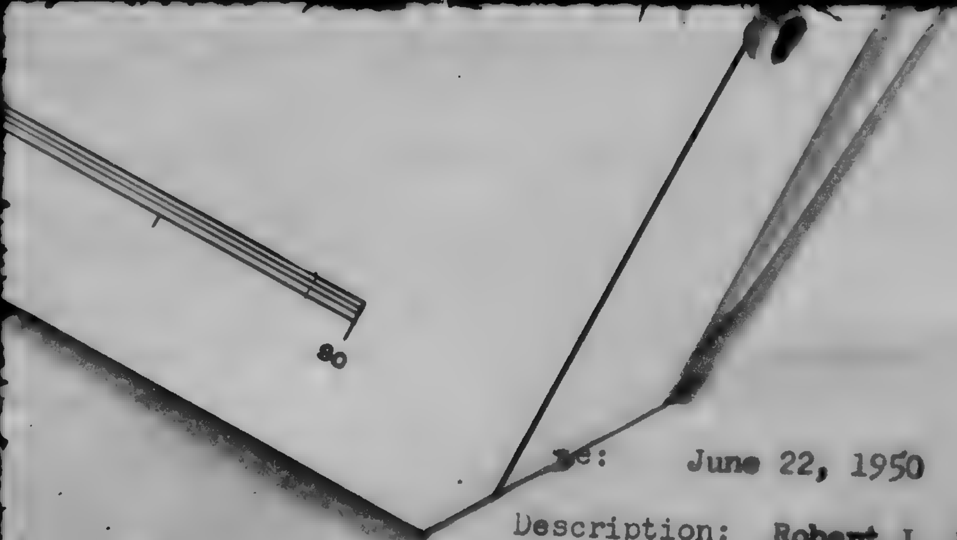
cc to: W. B. Merrill

Mr Williams

The Bond & insurance furnished by Central Heating Co. Contr * 3328 Crater Lake Hwy, protects the Contr & the Hwy Comm for all liability. However our only legal right to use the Site, haul road & Bridge is merely written permission from C.O.P. Co which could be rescinded any time. I believe our Contr & Div. Engr should be advised & cautioned as to their operations

W W Stiffler

NOTED
W. W. STIFFLER



ASSIGNMENT

e: June 22, 1950

No. 1972 ~~vew~~
By – –

Description: **Robert L. May's letter of June 20 to Mr. Stiffler (3 letters attached) re stockpile site near Prospect, Oregon which California-Oregon Power Co. is permitting us to use**

Acknowledged by _____ Referred to **Smith** ✓

Investigate and report with recommendation
Investigation, such action as necessary and report
Comment or recommendation
Return with rough draft of reply
Please prepare for ____________ signature

Assignment executed 6-22-50 mc Report received ____

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Remarks: Please convey attached information to Division **Engineer--he in turn to contractor.**

WCW

FORM E-123 20M 8-50

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE
M. K. McIVER, MEMBER
PORTLAND

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
M. H. HAWKE
AUDITOR
H. B. GLAISYER
SECRETARY

June 20, 1950

Mr. W. W. Stiffler
Assistant State Highway Engineer
Office

PLEASE RETURN TO
W. C. WILLIAMS
FOR FILING

Dear Mr. Stiffler:

This is in reference to our conversation of June 16, in regard to the stockpile site near Prospect, Oregon, which the California-Oregon Power Company is permitting the State Highway Department to use.

As we discussed, this permission was granted by the Power Company without consideration therefor. Such permission could be revoked at any time the Power Company feels that its property or interests are likely to be damaged by continued work. Also, before the Power Company would grant us permission to use the property, it required an opinion of the writer to the effect that the bond and obligations of our contractor adequately protected the Company.

In view of these facts, it is felt that our contractor and appropriate personnel of the Highway Department should be instructed that all work and labor must be done with extraordinary care in order that our relations with the Power Company can be kept as pleasant as possible, and that if any damage is done reimbursement to the Power Company must be made as soon as possible.

The contract involved is Contract 3328 between the State Highway Commission and the Central Heating Company. I am attaching copies of my correspondence on this subject.

Yours very truly,

J. M. DEVERS

By Robert L. May, Jr.
ROBERT L. MAY, JR.
Assistant Attorney

NOTED
W. C. WILLIAMS

RLM:FRC

NOTED
W. W. STIFFLER

C o p y

THE CALIFORNIA OREGON POWER
COMPANY
Medford, Oregon

June 13, 1950

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. Robert L. May, Jr.,
Assistant Attorney

Gentlemen:

This will acknowledge receipt of your letter of June 12, 1950 relative to the State Highway Commission using certain properties of The California Oregon Power Company near Prospect, Oregon, described in your letter, for the purpose of handling road building materials.

The company has no objection to the State Highway Commission using the lands described, without rental, under the terms outlined by you since you have assured us that the commission will protect the company from any damage caused by the commission's contractor.

Very truly yours,

(Sgd.) J. C. Boyle

J. C. Boyle,
Vice President & General Manager

JCB:EA

NOTED
W. W. STIFFLER

M 2-128X 10M 6-49

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

June 12, 1950

California-Oregon Power Company

Medford, Oregon

Attention: Mr. J. C. Boyle

Gentlemen:

This is in confirmation of our telephone conversation of June 9, 1950, in which it was agreed that the State Highway Department should be permitted to use certain property upon specified terms and conditions. The agreed terms are as follows:

1. The California-Oregon Power Company will permit the State Highway Department to use as a stockpile site the five-acre tract lying in the west half of the northwest quarter of Section 32, Township 32 South of Range 3 East, W.M., in Jackson County, Oregon, and to use a road and bridge located on the described property for the purpose of hauling roadbuilding materials; said permission to be subject to the rights of Earl Ulrich and of the Southern Oregon Sugar Pine Corporation.

2. Permission to use the described property is granted only until the completion of the work provided for under Contract No. 3328 between the Oregon State Highway Commission and the Central Heating Company. The work to be done under the contract is expected to be completed not later than September 15, 1950. It is understood and agreed that the permission granted to occupy the land shall extend for no longer period than that required for completion of the work.

3. It is the opinion of the writer that the provisions of the contract above referred to and the bond thereon in the amount of $159,010 together with the comprehensive lia-

NOTED
W. W. SHIFFER

bility insurance in the amount of $50,000/100,000/5,000 held by the Central Heating Company will adequately protect the interests of the California-Oregon Power Company.

If the above does not accurately reflect our oral agreement, it would be appreciated if you will notify the writer as soon as possible. If the above does accord with your understanding of our agreement, please confirm by wire the permission granted.

Yours very truly,

J. M. DEVERS

By
ROBERT L. MAY, JR.
Assistant Attorney

RLM:FRC

RECEIVED
FOR FILING

15-1021

3328

June 16, 1950

The Central Heating Co.
265 Olive Street
Eugene, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission, as follows:

Contract No. 3328, which was awarded to you on May 25, 1950, covering Grading and Paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County.

Contract No. 3340, which was awarded to you on May 26, 1950, covering Pavement Resurfacing on the Alsea-Alder Creek Section of the Alsea Highway in Benton County.

Contract No. 3341, which was awarded to you on May 25, 1950, covering Reoiling (Division No. 2-C) on the Eddyville-Blodgett, Corvallis-Newport, Alsea, Oregon Coast and Siletz Highways in Lincoln and Benton Counties.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

[illegible]:ame
Enc.

Recorded 6/16

RECEIVED
MAY 31 1950
FOR FILING

[illegible]

[illegible]

May 31, 1950

Central Heating Company
865 Olive,
Eugene, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950, awarded you the contract for grade widening and paving on the Cascade Gorge-Prospect Section of the Crater Lake Highway in Jackson County. This award was based on your low bid of $159,010.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

15-4215 Division No. 3 Reoiling Project 1950
on 7 state highways.

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 17, 1950

[illegible]

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3329	3-final	Harr & Horton	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17095	2289	$ 1,863.76	10/17/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

G. A. Wahlander
ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date: 10-20-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 19 1950
G. A. Wahlander

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 17, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3329	3-final	Harr & Horton	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17095	2289	$ 1,863.76	10/17/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

H. J. Wicklander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None required

Completion Date: Aug. 31, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 10-18-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
1950
FOR FILING

15-4215

3329

October 3, 1950

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3329, covering Division No. 3 Reoiling Project on seven state highways in Jackson, Josephine and Douglas Counties, has been completed by the contractor, Harr & Horton, and that final payment in the amount of $1,863.76 will be made on or after October 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $62,125.47, and that no force account work was performed on the project. This contract was completed August 31 and accepted by the Commission September 28, 1950.

This notice is ent to you as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

RECEIVED

FOR FILING

15-42-15

3321

September 20, 1950

Glens Falls Indemnity Co.
Pacific Coast Dept.
Mills Tower
San Francisco, Calif.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Harr & Horton on contract No. 3329, covering Division No. 3 Reoiling Project on seven state highways in Jackson, Josephine and Douglas Counties. This payment, in the amount of $29,125.00, will be made on or after September 30, 1950. The retained percentage is $1,863.76.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1-5M-3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 9th, 1950

Section Division No. 3 Reoiling Project

Kind of work Reoiling

Highway Seven Oregon Highways

Section prefix 15-4215

Contractor Harr and Horton

Contract number 3329

Date of contract May 25th, 1950

Date of completion August 31st, 1950

Date work started July 19th, 1950

Estimated date of completion August 31st, 1950

Amount of contract $ 65,687.10

Per cent of time elapsed 100 %

Estimated cost of completed project, exclusive of engineering $ 98,127.38

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 4,277.15, 4.54 %

Date project was completed August 31st, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Completed the semi-final estimate for this job and expressed same to Division Office.

NOTED
H. W. LIBBY

Signed A. L. Chapman

Address P.O. Box 306 Grants Pass, Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				62.22	
Miles partially completed					
Miles completed				62.22	
Total estimated quantities				13,276 Cu yd 1,187 ton oil	
Estimated quantities moved or placed to date				13,276 Cu yd 1,187 ton oil	
Average daily quantities Past week				--	
Average daily quantities necessary to complete project on time				--	
Number shifts per day				--	
Hours per shift				--	
Average force on project for week				--	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM –						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS DELAY	CAUSE OF DELAY
Sunday	Fair		
Monday	Fair		
Tuesday	Fair		
Wednesday	Fair		
Thursday	Fair		
Friday	Overcast		
Saturday			

7

RECEIVED
NOV 28 1950
FOR FILING

15-4215

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
August 23, 1950

SUBJECT: Pacific Highway
Re-sealing between Glendale and Johns Ranch

To: Mr. R. H. Baldock
State Highway Engineer
OFFICE

Dear Sir:

You asked why re-sealing was needed on the Pacific Highway between Glendale and Johns Ranch. This section was finished in October, 1948, with a B-11 specification.

Mr. Bromley and Mr. Lytle requested, in March, 1950, sealing M.P. 240.75 to M.P. 247.95, along Cow Creek, with an O-31 specification.

On March 23 I inspected this section with Mr. Lytle. It was in good shape, with good texture, and no deformation, but did show checks over considerable areas. In our opinion, it would leak, and should be sealed with O-31, for $7,200. These checks may, and probably have, sealed over in the hot weather this summer.

Someone later changed this O-31 recommendation to double O-30, and it was so contracted, M.P. 240.90 to M.P. 247.83—0.93 miles—and was completed in July, 1950, by Contractor Harr & Horton.

Very truly yours,

NOTED
W. C. WILLIAMS

E. A. Collier
Maintenance Engineer

EAC:IH
cc: L. H. Warfield

C
O
P
Y

Salem, Oregon
August 21, 1950

Mr. E. A. Collier
Maintenance /Engineer

After Mr. Baldock returned from his recent inspection trip he wrote Mr. Williams of a number of things that came to his attention while gone. Mr. Williams has asked me to follow up on these while he is at the Commission meeting.

Item No. 7 on this list asks, "Why is it necessary to seal from Glendale to Johns this year?" Mr. Williams has requested a report on this section.

****

L. W. Warfield
Staff Engineer

LWW:bl

RECEIVED
[illegible] 1 [illegible] 1950
FOR FILING

15-4215

3329

June 16, 1950

Harr & Horton
P. O. Box 5662
Portland 17, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission on May 25, 1950, as follows:

Contract No. 3329, covering Reoiling (Division No. 3) on seven State Highways in Jackson, Josephine and Douglas Counties.

Contract No. 3337, covering Reoiling (Division No. 1-A) on the Sunset and Nehalem Highways in Washington County.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

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MAY 31 1950
FOR FILING

15-4215

2327

May 31, 1950

Harr & Horton
9209 N. Calvert St.
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25 awarded you the contract for Division No. 3 Reoiling Project on seven state highways, in Jackson, Josephine and Douglas Counties. This award was based on your low bid of $65,857.10 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

16-1021 Wasco County Line-Madras Sec. 1950
of Warm Springs Highway & Medras
Rock Production Pro. on 2 State
#3330 Highways... Vicinity of Madras

RECEIVED
FOR FILING
16-1021

OREGON STATE HIGHWAY COMMISSION
(date)
Nov. 16, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3330	4-final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
18872	R- 3960	$ 4,266.51	11/15/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: Oct. 31, 1950

Time Extensions: None required

Completion Date: Sep. 14, 1950

Date Accepted: Jan. 23, 1951

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: 1-26-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JAN [illegible] 1951

NOTED ON CARD

RECEIVED
OCT 17 1950
FOR FILING

16-1021

3330

October 17, 1950

Fidelity & Casualty Company of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3330, for work on the Wasco County Line-Madras and Madras Rock Production Project on the Warm Springs, The Dalles-California and Madras-Prineville Highways in Jefferson County, has been completed by the contractor, Rogers Construction Co., and that final payment in the amount of $4,266.51 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish toadvise that the total contract amount is $142,217.07, and that no force account work was performed on the project. This contract was completed September 14, 1950 but has not as yet been accepted by the Highway Commission.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett, Fisher & Carlo, Inc.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

11-17-50

RECEIVED
OCT 9 1950
FOR FILING

16-1021

3330

October 9, 1950

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Co. on contract No. 3330, covering the Wasco County Line-Madras and Madras Rock Production Project in Jefferson County. This payment, in the amount of $12,066.31, will be made on or after October 19, 1950. The retained percentage is $4,266.51.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD
[illegible]

Form E-1—5M—3-50

OREGON STATE HIGHWAY COMMISSION

Field Engineer's Weekly Report

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending September 30, 19 50

Section Wasco Co. Line-Madras & Madras Rock Prod.

Kind of work Grad., Oil Mat Surfacing & Rock Prod.

Highway Warm Springs, The Dalles-Calif. Madras-Prineville

Section prefix 16-1021

Contractor Rogers Construction Co.

Contract number 3530

Date of contract May 25, 19 50

Date of completion Oct. 31, 19 50

Date work started June 7, 19 50

Estimated date of completion , 19

Amount of contract $ 177,810.00

Per cent of time elapsed 76 %

Estimated cost of completed project, exclusive of engineering $142,367.07

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 7908.80, 80 %

Date project was completed September 14, 19 50

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Semi-final estimate submitted to the Division office this week.

The contractor has four stockpiles of crushed rock, at M.P. 39.5 on the Warm Springs Highway, to move to Division 1 before he completes he completes the clean up on this project. The third notification will be submitted when the stokpiles are removed.

Mr. Swenson in the office Tuesday.

Final report.

NOTED

Signed Lowell M. Stratton

Address Madras, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file.

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project	5.02	2.69	35.99	15.44	
Miles partially completed					
Miles completed	5.02	2.69	35.99	15.44	
Total estimated quantities	100	7,200	8,500	1130	
Estimated quantities moved or placed to date	7[illegible] 1/2	23,517	8,886.5	1027.83	
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM						
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES	CONTRACTOR'S KEY MEN, ETC.	TOTAL
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Rain		
Monday	Rain		
Tuesday	Cloudy		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday			

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1 9 1950
FOR FILING
FORM E-30X 15M 5-48 22204

16-102

3330

Files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 18, 1950

SUBJECT:

To:

Mr. Lowell M. Stratton
Resident Highway Engineer
Madras, Oregon

Dear Sir:

Reference is made to the 1,506 cubic yards of $1\frac{1}{4}$" - 3/4" crushed gravel furnished to Rogers Construction Co. for 75¢ per cubic yard on the Wasco County Line-Madras and Madras Rock Production Project in Jefferson County, Contract No. 3330.

The Maintenance Department is billing Rogers for this rock. This will make a deduction on the Estimate unnecessary, and will also clear records on the Rock Service Account.

You will receive a copy of the billing for your records.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

. H. Probert
Office Engineer

cc: W. E. Chandler

RECEIVED
JUL 13 1950
FOR FILING

16-1021

3330

July 12, 1950

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

We are enclosing herewith, for your files, a fully executed copy of each of the following contracts:

Contract No. 3330, which was awarded to you on May 25, 1950, by the State Highway Commission, covering Grading and Oil Mat Surfacing and Rock Production on the Wasco County Line-Madras Section and Madras Rock Production Project on the Warm Springs, The Dalles-California and Madras-Prineville Highways in Jefferson County.

Contract No. 3335, which was awarded to you on May 25, 1950, by the State Highway Commission, covering Reoiling on the Forest Boundary-Jefferson County Line Section of the Warm Springs Highway in Wasco County.

An executed copy of the above contracts is also being sent to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

amc

7/12/50

RECEIVED
JUN 9 1950
FOR FILING
FORM E-30X 15M 8-48 23204

16-1021

3330

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
June 9, 1950

SUBJECT: Contract No. 3330
Correction of Prefix

To:
~~Mr. J. E. Chandler~~
~~Division Engineer~~
~~1290 [illegible] Street~~
~~Bend, Oregon~~

Dear Sir:

Please change the prefix on Contract No. 3330, Wasco County Line-Madras and Madras Rock Production Project from 16-[illegible] to 16-1021.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

[illegible] robert
Office Engineer

[illegible]:tgs

cc: M. H. Hande
H. G. Smith
S. P. Jones
E. M. Finkbiner
J. W. McCallister
E. H. Clymer
Files
Rogers Construction Co.

RECEIVED
MAY 31 1950
FOR FILING

16-4205

3330

May 31, 1950

Rogers Construction Co.
11760 N. E.Glisan St.
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950, awarded you the contract for reoiling and grading and stockpiling on Wasco County Line-Madras Section of the Warm Springs Highway and Madras Rock Production Project on 3 state highways, in Jefferson County. This award was based on your low bid of $147,810.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

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[illegible] 1950
FOR FILING

11-4[illegible]

[illegible]

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 25th, 1950

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

Mr. Chandler has submitted a project on the Wasco County Line-Madras Section of the Warm Springs Highway which consists of 2.69 miles of rock base from M.P. 39.63 to M.P. 42.32 on the Agency Flat, 5.02 miles of removal and reconstruction of shoulders and 15.2 miles of oil mat surface treatment, type O-11 modified, placed intermittently from the Wasco county line to Madras. The total cost of the project is $157,344.20 plus $18,450.00 for maintenance material.

This is the second year which the frost has ruptured a portion of the Agency Flat Section, which was built in 1939 with trenched shoulders and a rather light section. It began to show signs of weakness as soon as the surrounding land was irrigated.

I would consider this about the minimum work which can be done to strengthen Chandler's section of the Warm Springs adequate for the loads to be carried.

Very truly yours,

H G Smith

H. G. Smith
Construction Engineer

HGS:AR

13-2300 Klamath Agency Rock Production 1950
Project on five state highways.

#3331

RECEIVED
FILING

R. H. B [illegible]

Klamath Agency
Rock Production

3331

FINAL COST ANALYSIS

J. N. & M. J. Conley, Contractor
J. G. Toole, Resident Engineer

Contract #3331
Prefix 18-8309

Item	Quantity	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Rock in SP	4,005	Cu. Yd.	$2.26	$2.50	$9,033.99	$10,012.50
½"-¼" " " " "	4,078.3	" "	2.26	2.50	9,199.34	10,195.75
¼"-0" " " " "	1,794.3	" "	2.26	2.50	4,047.36	4,485.75
Haul Adj. in Favor of State	4,930.2	Yd. Mi.		0.10	________	- 493.02
					$22,280.69	$24,200.98

Gross Revenue	$24,200.98
Total Cost	22,280.69
Net Profit	$ 1,920.29

Net Profit Equals 7.9% of Gross Revenue

NOTED
State Highway Engineer

Klamath Agency
Rock Production

Detail of Cost

Labor:		
Labor and Supervision	$9,848.69	
Payroll Insurance	664.79	
		$10,513.48
Equipment Rental and Misc. Expense:		
Equipment Rental	$7,982.20	
Gas, Oil and Grease	2,063.88	
Small Tools and Misc. Supplies	550.76	
P.U.C.	166.00	
P.L. & P. D. Insurance	96.80	
Bond	181.51	
Office and General Overhead	726.06	
		11,767.21
Total Cost		$22,280.69

Klamath Agency
Rock Production

Breakdown of Costs

	Quantity	Unit	Unit Cost	Total Cost
Move In and Set Up	9,878	Cu. Yd.	$0.36	$3,550.63
Feed Crusher	"	" "	0.22	2,122.99
Crush & Dispose of Rejects	"	" "	0.97	9,592.85
Haul to Stockpile (4.2 Miles)	"	" "	0.58	5,766.57
Stockpile	"	" "	0.13	1,247.65
	Total		$2.26	$22,280.69

Remarks:

This was a "State Project". The contract, calling for furnishing of 10,000 cu. yds. of crushed rock in stockpile on five state highways in Klamath County, was bid and awarded May 25th, 1950. Work was started on the project June 7th, 1950, and the project was completed July 1st, 1950.

On June 7th, 1950, the contractor started erecting a crushing plant at the designated quarry at Mile Point 97.31 on the Crater Lake Highway. The crushing plant consisted of one 42" x 20' feeder, one 24" x 36" jaw crusher, two 54" x 24" rolls crushers, one 3' x 8' scalping screen, one 5' x 14' triple-deck classifying screen, one 40 cu. yd. bunker with conveyors and electric motors as required. The plant was powered by one D-8800 diesel engine, one D-13000 diesel engine , one Buda diesel engine and one D-13000 generator unit.

Crushing operations were started June 16th, and were completed July 1st, 1950. The crusher operated two 8-hour shifts per day or 208 hours, for an average production of 47 cu. yds. per hour.

The crushing plant was fed by a D-7 and a D-8 dozer which dozed the talus rock to the crusher. The material was scalped on a 3/4" screen following the primary crusher, and approximately 50% to 55% of the talus material was wasted. The high percentage of scalpings made the average production of crushed materials low for this large crushing plant. Rejects were dozed from the crusher into piles adjacent to the plant with a D-8 dozer.

Crushed rock was hauled to stockpiles with five company-owned 8 cu. yd. trucks. Stockpiling was done with a D-8 dozer and a D-4 rocker shovel.

The contractor had good equipment, supervision and a high bid price, but low production allowed the contractor only a small profit on this project.

E. H. Clymer
Chief Cost Analyst

By . . C. Swenson

RECEIVED
1950
FOR FILING

17-8 : 27

3331

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 4, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3331	3-Final	J. W. & W. J. Conley

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15749	R-1170	$ 364.27	10/3/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date:

Time Extensions:

Completion Date:

Date Accepted:

Penalties:

Claims:

Remarks:

- -

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: OCT 5 1950
a. a. Wicklander

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 4, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3331	3-Final	J. M. & M. J. Conley	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
15749	R-1170	$364.27	10/3/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: None required

Completion Date: July 1, 1950

Date Accepted: Aug. 21, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-5-50

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed:

RECEIVED
1950
FOR FILING

18-8309

3331

September 7, 1950

Peerless Casualty Co.
Rathbone, King & Seeley, Agent
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

Please be advised that State Highway Contract No. 3331, for rock production on the Klamath Agency Section of the Crater Lake, The Dalles-California, Modoc Point, Chiloquin and Klamath Lake Highways in Klamath County, has been completed by the contractor, J. N. & M. J. Conley, and that final payment in the amount of $364.27 will be made on or after September 18, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $24,200.98, and that no force account work was performed on the project. This contract was completed July 1 and accepted by the Highway Commission August 21, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

Peerless Casualty Co.

NOTED ON CARD

RECEIVED
AUG 14 1950
FOR FILING

12-83 07

3331

August 14, 1950

Peerless Casualty Company
Rathbone, King & Seeley,
General Agents
310 S. W. Fourth St.
Portland 4, Oregon

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to J. H. & M. J. Conley, on contract No. 3331, for rock production on the Klamath Agency Section of the Crater Lake, The Dalles-California, Modoc Point, Chiloquin and Klamath Lake Highways in Klamath County. This payment, in the amount of $2,324.21, will be made on or after August 24, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Dooly & Co.
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

8-14-50 g C

Form E-1—5M—11-48

OREGON STATE HIGHWAY COMMISSION

FIELD ENGINEER'S WEEKLY REPORT

FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 15, 1950

Section Klamath Agency Rock Production Project

Highway Crater Lake, The Dalles - California Modoc Point, Chiloquin, Klamath Lake

Contractor J. N. & M. J. Conley

Date of contract May 25, 1950

Date work started June 7, 1950

Amount of contract $25,000.00

Kind of work Rock Production

Section prefix 18-8309

Contract number 3331

Date of completion October 31, 1950

Estimated date of completion July 31, 1950

Per cent of time elapsed 31.5 %

Estimated cost of completed project, exclusive of engineering $25,000.00

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $1,200.00, 4.8 %

Date project was completed 7 - 1, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

The productuon of materials has been completed and most of the equipment has been removed from the quarry. Some work is still to be done to complete estimate.

NOTED
E. M. [illegible]

Signed

Address 2556 Altamont Drive, Klamath Falls, Oregon

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities			10,000		
Estimated quantities moved or placed to date			10,000		
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Fair and	warm.	
Monday	Fair and	warm.	
Tuesday	Fair and	warm.	
Wednesday	Fair and	warm.	
Thursday	Fair and	warm.	
Friday	Fair and	warm.	
Saturday	Fair and	warm.	

RECEIVED
CONSTRUCTION ENGINEER

State Printing Dept. 26750

RECEIVED
[illegible]
FOR FILING

18-8309

3331

June 16, 1950

J. N. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3331, which was awarded to you on May 25, 1950, by the State Highway Commission, covering Rock Production, Klamath Agency Rock Production Project, on five State Highways in Klamath County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBC:amc
Enc.

Recorded

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[illegible] 1 1950
FOR FILING

18-3-[illegible]2

3331

May 31, 1950

J. W. & M. J. Conley
4332 N. E. Royal Court
Portland 13, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950 awarded you the contract for Klamath Agency Rock Production on five state highways. This award was based on your low bid of $25,000.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

324-1701 James Street Bridge in Silverton 1950

#3372

RECEIVED
1951
FOR FILING

224 -

3332

ORECON STATE HICHWAY COMMISSION
(date)
Sep. 24, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3332	7-Post Final	H. G. Carl

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
16191	R-24462	$ 30.00	Sep. 21, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1950

Time Extensions: Extended to June 12, 1951 without penalty

Completion Date: June 11, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: Sep. 25, 1951

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: SEP 25 1951
G. A. Wicklander

MAILED ON

RECEIVED

FOR FILING

224-1701

3332

August 1, 1951

Mr. H. G. Carl
1675 Fair Oaks Way
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 12 days, from June 1 to June 12, 1951, within which to complete your contract No. 3332 covering construction of James Avenue Bridge at Silverton, in Marion County.

I am pleased to inform you that the Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

L. L. Jensen,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON [illegible]

[illegible]

RECEIVED
[illegible] 1951
FOR FILING

324 - 1901

3332

OREGON STATE HIGHWAY COMMISSION
(date)
July 24, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3332	6-final	H. G. Carl	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
11910	R-19895	$ 2,810.72	July 23, 1951

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Dec. 31, 1950

Time Extensions: Extended to June 12, 1951 without penalty

Completion Date: June 11, 1951

Date Accepted: July 16, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 7-25-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 1951

NOTED ON CARD

RECEIVED

FOR FILING

334-1901

3332

June 27, 1951

Phoenix Indemnity Company
360 Pine Street
San Francisco, California

Attention Mr. J. A. Wynne

Gentlemen:

State Highway Contract No. 3332 for work performed on the James Avenue, Silverton Section in Marion County was completed by the contractor, H. G. Carl, on June 11, 1951, but has not as yet been accepted by the Commission.

Final payment in the amount of $2810.72 will be released to the contractor after acceptance by the Commission. The total contract amount is $18,719.26, and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues, or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there by any.

This notice is sent to you as you appear as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

ehr

cc Pioneer Trust Company
109 North Commercial Street
Salem, Oregon

NOTED ON CARD

6-27-51

RECEIVED
JUL 2 1951
FOR FILING

3211-1701

5532

June 27, 1951

Request for extension of time
No. 6
July 16 and 17 meeting

Oregon State Highway Commission

Gentlemen:

Re: James Avenue Bridge in Silverton
Contract No. 1332

Herewith is a request from H. G. Carl, contractor on the above project, for an extension of time to and including June 12, 1951. The contract completion date was December 31, 1950.

All work on the project, other than painting of the structural steel, was finished by the completion date. Because of weather conditions, the contractor was directed to postpone the painting of structural steel until the arrival of suitable weather.

This second time extension is necessary on account of a delay in the delivery of tested paint. Work was resumed June 4 and completed on June 11.

It is recommended that the extension requested be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

F. B. Stiffler
Assistant State Highway Engineer

Attached

FBS/ds

RECEIVED
FOR FILING

324-170
3332

June 13, 1951

A. Young & Son Iron Works
2300 N. W. Nicolai Street
Portland 10, Oregon

Attention: Mr. M. O. Young, Manager

Gentlemen:

State Highway Contract No. 3332 for construction of a bridge on James Avenue in Silverton, awarded to H. G. Carl, was completed on June 11, 1951, but has not yet been accepted by the Commission. It is possible that it may be presented to the Commission for acceptance at their meeting July 16 and 17.

Very truly yours
OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

PHONE BROADWAY 3591

A. YOUNG & SON IRON WORKS

• STRUCTURAL STEEL AND PLATE WORK •

MACHINING, TOOL DRESSING, BLACKSMITHING • • • MANUFACTURERS of TRAILERS and TRAILER PARTS

2300 N. W. NICOLAI STREET
PORTLAND 10, OREGON

June 12, 1951

Oregon State Highway Commission
Salem
Oregon

Att'n: Mr. R. H. Baldock
State Highway Engineer

REFERRED TO
[illegible]
BY SECRETARY

Subject: James Avenue Bridge
In Silverton, Oregon
Over Silver Creek
H. G. Carl, Contractor
Bridge No. 7148, Contract No. 3332
Prefix 324-1701

Gentlemen:

As subcontractor for steel for the above bridge we would appredíate it if you would advise us if this construction work has been accepted by the state and if so would you advise us as to the date of acceptance as soon as possible.

Thank you for this information.

Very truly yours,

A. YOUNG & SON IRON WORKS

By M O Young
M. O. Young, Manager

MOY/mmy

FORM A-190 5M 6-50

INVOICE

Oregon State Highway Commission

Salem, Oregon

City of Silverton

Silverton, Oregon

Attn: A. E. Borland, City Manager

Invoice No. 15239

Date March 19, 1951

Your Req. No.

Billing Request No. cc 15

Credit distribution:

Partial refund of advance deposit of agreed city share of cost of James Avenue Bridge in Silverton. Special City Allotment project covered by agreement dated April 21, 1950.

Final adjustment will be made when final costs are in - estimated to be on or after the middle of July, 1951. This billing is based on estimated total cost as of March 1, 1951, which is approximately $21,000.00.

Expended as of 2/28/51	$17,093.68
Est. cost to complete	4,906.32
Est. total cost ($1,000 cushion)	$22,000.00
Agreed State share	15,000.00
Est. City share	$ 7,000.00

Advance Deposit	$14,000.00
Deposit reduced to	7,000.00
To be refunded	$ 7,000.00

ACKNOWLEDGMENT OF BILLING

Cash Received with Request: $______________

By ______________

STATE PRINTING DEPT. 40679

March 16, 1951

Mr. R. E. Borland
City Manager
Silverton, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Reference is made to your letter of March 13 re status and cost of the James Avenue bridge in Silverton.

To complete this project only the painting remains to be done. Due to weather conditions this painting will probably not be done until June. As a result, the final costs will not be available until approximately the middle of July.

It is presently estimated that the total cost of this bridge will be between $21,000 and $22,000, and the City of Silverton will receive a refund of between $7,000 and $8,000. A final settlement cannot be made until final costs are in; however, a partial refund in the amount of $7,000 is being initiated at this time. The city should receive a warrant in this amount in approximately thirty days. Final adjustment will be made when final costs are available.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

JFH:MM

CITY OF Silverton
GATEWAY TO SILVER FALLS STATE PARK
SILVERTON · OREGON

R. E. BORLAND
City Manager

March 13, 1951

Oregon State Highway Commission
John W. Cattrall, Engineer, County and City Relations
Salem, Oregon

Dear Mr. Cattrall:

Under an agreement between the State Highway Commission and the City of Silverton, dated April 21, 1950, for the construction of the James Avenue Bridge, Silverton, it was agreed that the City share of the cost of the Bridge be all in excess of $15,000.00 or an estimated $14,000.00 as the City's share.

City Council wishes to make inquiry as to the approximate time that final estimates of cost will be completed, and as to how the actual cost compares with the estimate cost.

Very truly yours,

R. E. Borland
R. E. Borland,
City Manager

RECEIVED
MAR 15 1951
ENGINEER
COUNTY & CITY RELATIONS

RECEIVED
MAR 1 [illegible]
FOR FILING

324-1931

3332

March 7, 1951

Mr. H. G. Carl
1675 Fair Oaks Way
Salem, Oregon

Dear Sir:

The State Highway Commission, at its meeting on February 26, 1951, had under discussion your request for an extension of time of 154 days, from December 31, 1950 to June 1, 1951, within which to complete your contract No. 3332 covering construction of the James Avenue Bridge in Silverton, Marion County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: F. D. Mason,
Division Engineer

L. L. Jensen,
Resident Engineer

G. S. Paxson

NOTED ON CARD

[illegible]

RECEIVED
1951
FOR FILING

354-1951

3332

January 29, 1951

Request for extension of time
No. 1
February 26 and 27 meeting

Oregon State Highway Commission

Gentlemen:

Re: James Avenue Bridge
in Silverton
Contract No. 3332

Herewith is a request from H. G. Carl, contractor on the above project, for an extension of time to and including June 1, 1951. The contract completion date on the structure was December 31, 1950.

All work on the project other than painting of the structural steel was finished by the completion date. Because of weather conditions we have directed the contractor to postpone the painting of structural steel until suitable weather next spring.

It is recommended that the extension requested be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm:ko
cc Mr. W. C. Williams
Mr. G. S. Paxson

RECEIVED
JUN 19 1950
FOR FILING

324-1701

3332

June 16, 1950

H. G. Carl
1075 Fair Oaks Way
Salem, Oregon

Dear Sir:

We are enclosing herewith a fully executed copy of Contract No. 3332, which was awarded to you on May 25, 1950, by the State Highway Commission, covering the James Avenue Bridge in Silverton, Oregon, Marion County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HDG:amc
Enc.

Recorded 6/[illegible]

RECEIVED
MAY 31 1950
FOR FILING

324-1921

3332

May 31, 1950

H. O. Carl
1675 Fair Oaks Way,
Salem, Oregon

Dear Mr. Carl:

The State Highway Commission on May 25, 1950, awarded you the contract for constructing the James Street Bridge in Silverton. This award was based on your low bid of $19.400.07 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
APR 26 1950
FOR FILING

FORM E-80 25M 6-49 31902

files

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
April 21, 1950

SUBJECT:

To: Mr. H. B. Glaisyer
Secretary

We are handing you herewith Check No. 5176 from the City of Silverton, signed by R. E. Borland, City Recorder, and Errol W. Ross, Mayor.

The check is for the amount of $14,000, the amount due the State Highway Commission as per the agreement dated April 21, 1950, between the City of Silverton and the State Highway Commission, which agreement was prepared in connection with the cooperative project in Silverton from the $250,000 special city allotment fund.

John W. Cattrall
John W. Cattrall HCA
Engineer, County and City Relations

HCA:MM
Encl.

Copy for W. C. Williams

ck to acc [illegible] 4-26
Copy of letter also
FC

REFERRED TO
BY SECRETARY

RECEIVED
APR 1[illegible] 1950
FOR FILING

April 12, 1950

R. E. Borland, City Manager
City of Silverton
Silverton, Oregon

Dear Mr. Borland:

I have just received your letter of April 11, regarding the James Avenue Bridge, and note the desire of the City Council that the Highway Commission call for bids to be received at its next meeting for the construction of this bridge.

I am sorry but it is too late to advertise the structure at the meeting to which you refer, however it is planned to receive bids for the job at the meeting of the Commission to be held on May 25, provided the customary agreement between the city and the Highway Commission is executed in the meantime. This agreement, I might say, is to cover the matter of financing the work. The forms are now in the process of preparation, and will be forwarded to you by Mr. Cattrall, Engineer, County and City Relations, in the not distant future.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

cc - J. W. Cattrall

CITY OF Silverton
GATEWAY TO SILVER FALLS STATE PARK
SILVERTON · OREGON

ROBERT E. BORLAND
CITY MANAGER

April 11,1950

Mr.H.B.Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

NOTED
H. B. GLAISYER

Dear Mr. Glaisyer:

Members of City Council and myself wish to extend our appreciation and thanks to the Members of the State Highway Commission for their action in granting assistance in financing the construction of the James Avenue bridge in Silverton.

At a special meeting of City Council held Monday, April 10th, a motion of Council was passed authorizing and requesting the State Highway Commission to submit to bidders at the next Highway Commission meeting proposals for construction of the bridge in accordance with plans and specifications prepared June 11,1948 by the State Highway Department.

Sincerely,

R. E. Borland
City Manager.

REB:amm

ANSWERED
H. B. GLAISYER

RECEIVED
JUN 15 1950
FOR FILING

34-1121

[illegible]

April 5, 1950

Mr. R. E. Borland
City Manager
City of Silverton
Silverton, Oregon

Dear Mr. Borland:

This is to confirm the information given to you a few minutes ago over the telephone, to the effect that the State Highway Commission at its meeting on Monday of this week, following the departure of your group, approved a contribution of $15,000 of Special State Tax Street Funds to assist in financing the construction of the James Avenue Bridge across Silver Creek in your city.

The Commission understands that the estimated cost of this project is $29,700. and that the city will pay the entire cost over and above the $15,000 which the state is contributing.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

Project No. ______

3-.50

SEASIDE
Clatsop County
Population: 2,902
Division II

Previous Projects

1948: None

Proposed Project

1949: Construct bridge 245' in length on 12th Avenue across Necanicum River.

City to participate in cost of construction and to place embankment at each end of bridge.

Cost (Estimated)		
State	City	Total
$15,000.00	$32,500.00	$47,500.00

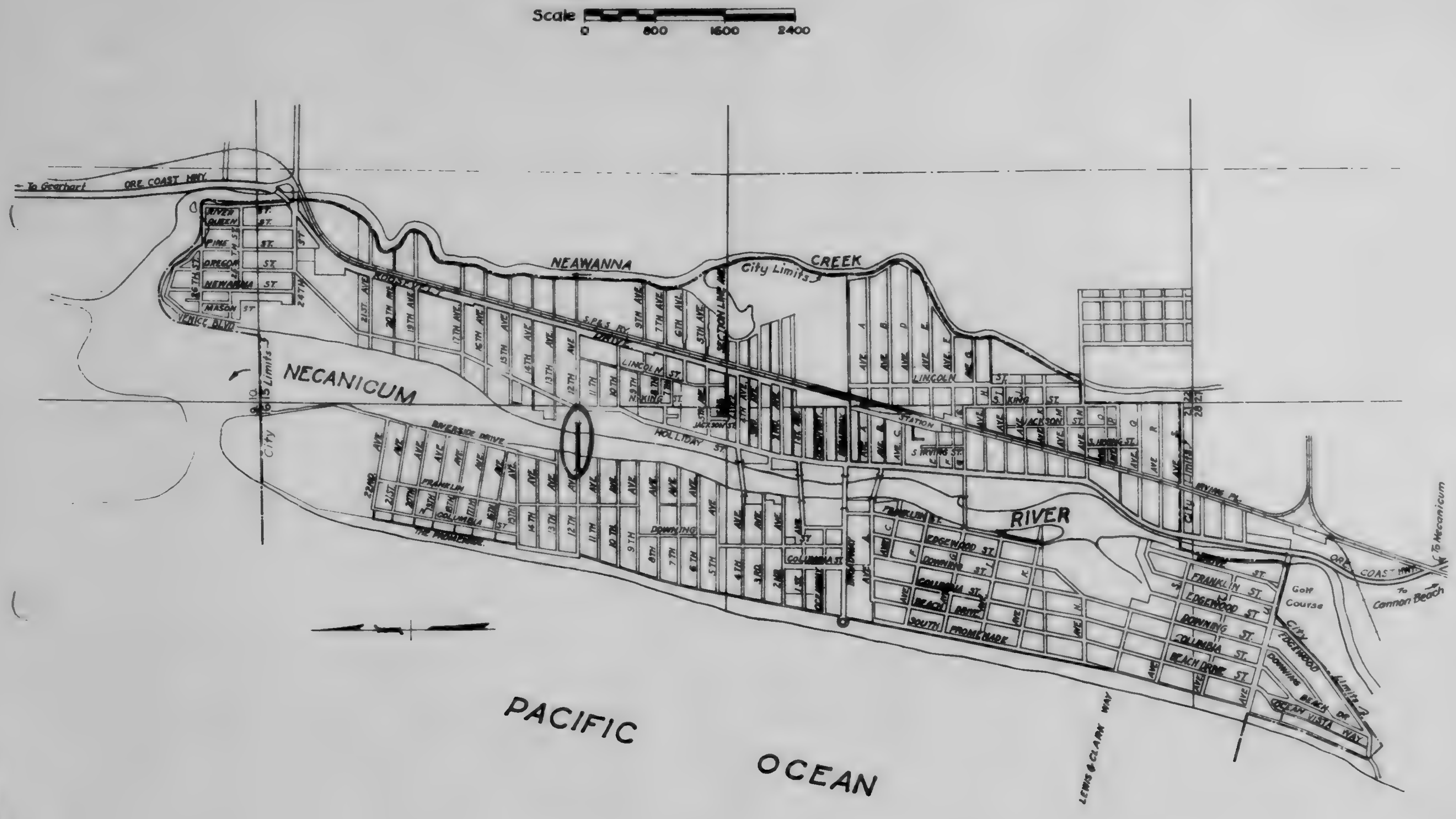
* * * * * * * * * * * * * * * * * * *

Application for aid in constructing bridge based on its use by many industrial and commercial vehicles using this bridge to reach the business part of town. Its final failure due to heavy truck passing over; bridge now closed to vehicular traffic.

Recommendation

This project qualifies and is recommended for approval.

SEASIDE


Scale
0
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1600
2400
To Gearhart
ORE. COAST HWY.
RIVER ST.
QUEEN ST.
PINE ST.
OREGON ST.
NEWANNA ST
MASON ST
26TH ST.
25TH ST.
24TH ST.
VENICE BLVD.
City Limits
9 10
16 15
NECANICUM
NEAWANNA
CREEK
City Limits
S.P.&S. RY.
ROOSEVELT DRIVE
21ST. AVE.
20TH AVE.
19TH AVE.
17TH AVE.
16TH AVE.
15TH AVE.
14TH AVE.
13TH AVE.
12TH AVE.
11TH
10TH
9TH AVE.
7TH AVE.
6TH AVE.
5TH AVE.
SECTION LINE AVE.
4TH AVE.
3RD AVE.
2ND AVE.
1ST AVE.
LINCOLN ST.
N. KING ST.
JACKSON ST.
HOLLIDAY ST.
STATION
S. IRVING ST.
S. KING ST.
JACKSON ST.
S. IRVING ST.
IRVING PL.
AVE. A
AVE. B
AVE. C
AVE. D
AVE. E
AVE. F
AVE. G
LINCOLN ST.
AVE. Q
AVE. R
AVE. S
City Limits
21 22
28 27
RIVERSIDE DRIVE
22ND AVE.
21ST
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19TH
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5TH
4TH
3RD
2ND
1ST
FRANKLIN
COLUMBIA ST
THE PROMENADE
DOWNING
COLUMBIA ST
OCEANWAY
BROADWAY
RIVER
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE
SOUTH PROMENADE
AVE. K
AVE. N
FRANKLIN ST.
EDGEWOOD ST.
DOWNING ST.
COLUMBIA ST.
BEACH DRIVE ST.
EDGEWOOD
DOWNING
BEACH DR.
OCEAN VISTA WAY
City Limits
Golf Course
ORE. COAST HWY.
To Cannon Beach
To Necanicum
LEWIS & CLARK WAY
PACIFIC
OCEAN

Rev 8-26-48

March 28, 1950

L. E. Borland, City Manager
City of Silverton
Silverton, Oregon

Dear Mr. Borland:

In your letter of March 27, 1950, which I have just received, you request a hearing before the State Highway Commission at an early date, relative to the construction of the James Avenue Bridge in Silverton, as a Special State Tax Street Fund Project.

The Highway Commission will be pleased to discuss this matter with you. The next meeting is scheduled to be held in Portland on Monday of next week, April 3, 1950. I am reserving for the convenience of your group, 15 minutes of time on that day, starting at 11:15 a.m., which I trust is satisfactory.

The meeting will be held in the Streamline Room in the basement of the Imperial Hotel.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

[illegible]

cc - Commissioners
W. K. Culver
R. H. Baldock
W. C. Williams
J. W. Cattrell

COPIES TO COMMISSIONERS

AGENDA
APR 3 1950

CITY OF Silverton
GATEWAY TO SILVER FALLS STATE PARK
SILVERTON · OREGON

ROBERT E. BORLAND
CITY MANAGER

COPIES TO COMMISSIONERS
M. K. McIver
R H Baldock
H C Williams
J H Cattrall

March 27,1950

Oregon State Highway Commission,
Mr.H.B.Glaisyer, Secretary,
Salem,Oregon

Dear Mr. Glaisyer:

We have been advised by Mr. John W.Cattrall, Engineer, County and City Relations, that the State Highway Commission, at its recent meeting, dit not approve the proposed Special City Project for the construction of the James Avenue Bridge located in Silverton.

If possible we would like to present this matter to the State Highway Commission for reconsideration.

Please advise us if arrangement can be made for a hearing for this purpose before the Commission at an early date.

Sincerely,

R. E. Borland
City Manager.

REB:amm

RECEIVED
MAR 28 1950
OREGON
STATE HIGHWAY COMMISSION

11:15 AM 4-3-50

D

March 24, 1950

Mr. R. E. Borland
City Manager
Silverton, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

This is to inform you that the State Highway Commission did not approve the proposed Special City Project for the construction of the James Avenue bridge in your city.

Very truly yours,

R. H. Baldock
State Highway Engineer

By John W. Cattrall
HEC
John W. Cattrall
Engineer, County and City Relations

HCA:MM

RECEIVED
MAR 24 1950
FOR FILING

COMMISSIONERS
T. H. BANFIELD, CHAIRMAN
PORTLAND
BEN. R. CHANDLER, MEMBER
COOS BAY
CHAS. H. REYNOLDS, MEMBER
LA GRANDE

OREGON
STATE HIGHWAY COMMISSION
SALEM

R. H. BALDOCK
STATE HIGHWAY ENGINEER
J. M. DEVERS
CHIEF COUNSEL
H. B. GLAISYER
SECRETARY

March 15, 1950

Oregon State Highway Commission

NOTED
State Highway Engineer

Gentlemen

Due to underruns on projects constructed under the $250,000 special State Tax Street Fund, we have an approximate balance of $30,000 remaining unspent, for the year 1949. Legislative action requires that we spend $250,000 annually on city streets qualifying for this fund.

In order to take up the $30,000 estimated balance for the year 1949, I submit for your consideration two additional projects which I recommend for inclusion in the 1949 program.

The first project is cooperation in the construction of a bridge in Seaside, the estimated cost of which is $47,500. Of this amount the State will pay $15,000 and the City the balance, which is estimated at $32,500. The other project is a bridge in Silverton, which is estimated to cost $29,700, of which amount the State will pay $15,000 and the City the balance, estimated at $14,700.

Both of the above projects qualify by reason of heavy industrial traffic, and I recommend approval in both instances.

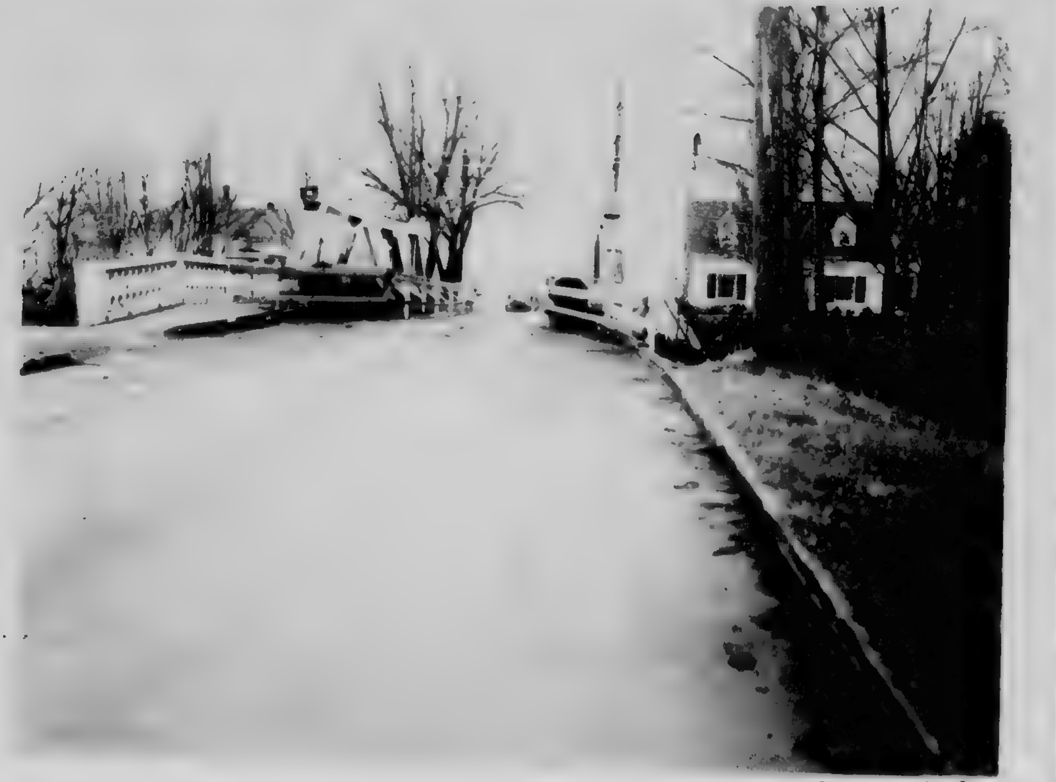
This matter will be on the next agenda, and I attach hereto, for your study, tabulations of the two projects, with maps attached.

Very truly yours,

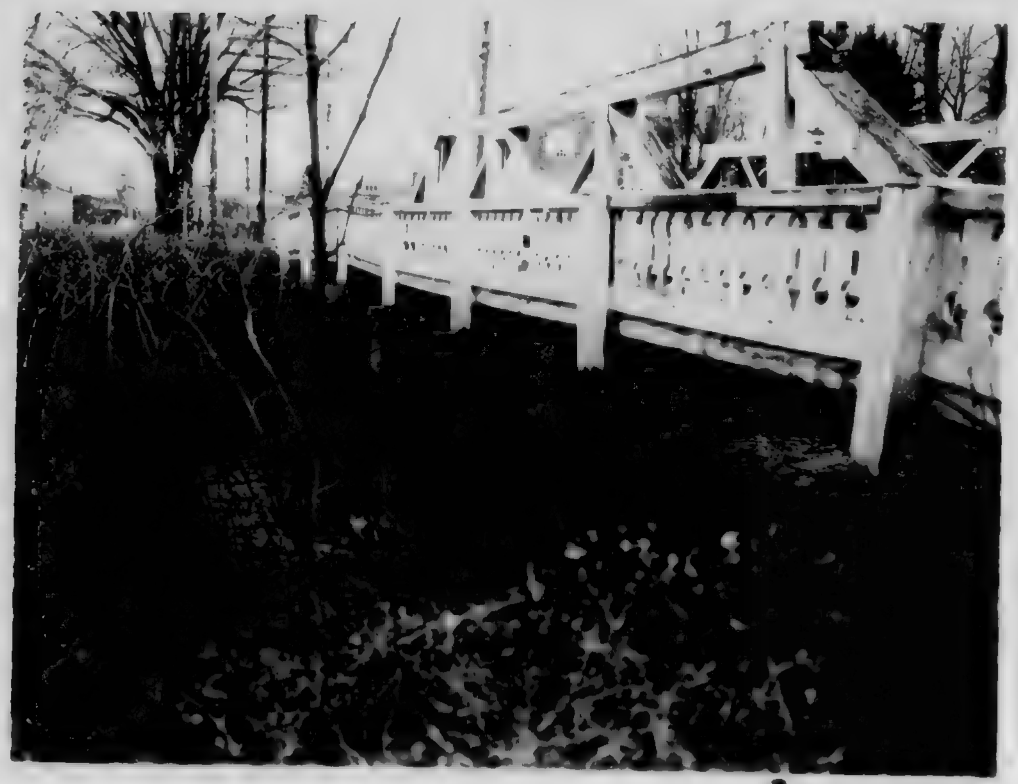
[illegible]. C. Williams
Acting State Highway Engineer

Encl.

3-14-50



Silverton
James Avenue Bridge from South Side
3/14/50



Silverton
James Avenue Bridge from S.W. Bank
3/14/50

Silverton James Scout Bridge

1-	Shoring, Cribbing, etc.	ls		$ 500.00
2 -	Struc Excav	100 cy	@ $ 4.00	400.00
3. -	" " Below Elev	10 cys	6.00	60.00
4-	Class A Conc	120 cys	55.00	6600.00
5 -	Metal Reinforc	22000 lbs	0.10	2200.00
6 -	Structural Steel	80000 lbs	0.19	15200.00
7-	Metal Rail	195 l.f	10.00	1950.00
			Total	26910.00
			10% Eng Cont	2691.00
				$ 29601.00

29700
1510

Project No. ______

2-50

SILVERTON
Marion County
Population: 2,925
Division II

Previous Projects

1948: None

Proposed Project

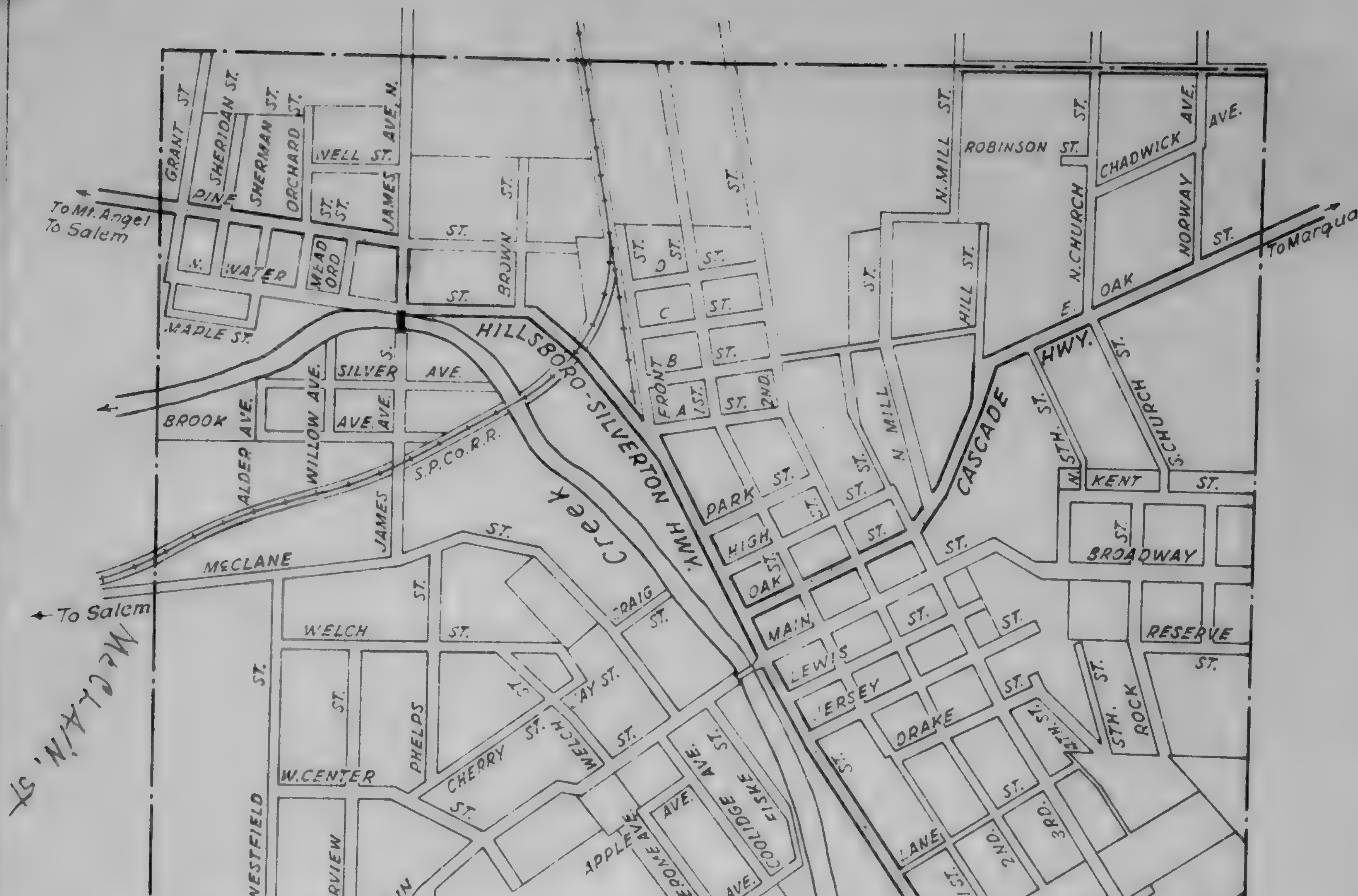
	Cost (Estimated)		
	State	City	Total
1949: Construct bridge approximately 95' in length on James Avenue across Silver Creek. City to participate in cost of construction.	$15,000.00	$14,700.00	$29,700.00

* * * * * * * * * * * * * * * * * *

Application for aid in constructing bridge based on its use by large volume of all types of vehicles including heavy industrial vehicles. Bridge now limited to two ton, gross weight, vehicles.

Recommendation

This project qualifies and is recommended for approval.


GRANT ST.
SHERIDAN ST.
SHERMAN ST.
ORCHARD ST.
WELL ST.
JAMES AVE. N.
PINE
ST. ST.
JAMES
To Mt. Angel
To Salem
N. WATER
MEAD ORD
ST.
BROWN
ST.
MAPLE ST.
HILLSBORO-SILVERTON HWY.
SILVER AVE.
BROOK
ALDER AVE.
WILLOW AVE.
AVE.
AVE. S.
S.P.Co.R.R.
JAMES
Creek
McCLANE
ST.
To Salem
McCLAIN'S ST
WELCH ST.
CRAIG
ST.
WESTFIELD ST.
ST.
PHELPS
CHERRY ST.
WELCH
AY ST.
W. CENTER
ST.
ST.
APPLE AVE.
JEROME AVE.
AVE.
AVE.
COOLIDGE
FISKE
ST.
CHARLES
AVE.
SOUTH
ST.
FAIRVIEW
MAIN
W
EUREKA AVE.
T.6S.R.IW.
T.7S.R.IW.
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MAIN
LEWIS
ST.
JERSEY
ST.
DRAKE
ST.
ST.
4TH. ST.
ST.
LANE
1ST.
2ND.
3RD.
ST.
KOONS
ST.
WESLEY ST.
ADAMS
AVE.
HICKS ST.
ST.
COWING
ST.
JOHNSON ST.
ST.
CENTRAL
BARGER
MADISON
ST.
SMITH ST.
SILVER CREEK FALLS HWY.
WATER
Silver
To Silver Cr. Falls
N. MILL ST.
ROBINSON ST.
ST.
CHADWICK AVE.
AVE.
N. CHURCH
NORWAY
ST.
To Marquam
HILL ST.
ST.
E. OAK
HWY.
CASCADE
N MILL
ST.
N. 5TH. ST.
S. CHURCH
ST.
KENT
ST.
BROADWAY
ST.
RESERVE
ST.
5TH. ST.
ROCK

SILVERTON

Scale 1"=800'

CITY OF Silverton

GATEWAY TO SILVER FALLS STATE PARK

SILVERTON · OREGON

ROBERT E. BORLAND
CITY MANAGER

NOTED
J. W. CATTRALL

Feb. 20,1950

Oregon State Highway Commission,
Salem, Oregon.

Re: Request for Special Fund
aid in reconstruction of
James Avenue Bridge,Silverton.

Attention: Mr.Harold C.Ayers,
Field Engineer,
City & County Relations.

Gentlemen:

Pleased be advised that the Common Council of the City of Silverton, at a special meeting held in the Council Chambers, City Hall,Silverton, on Monday, February 20,1950, took proper action to rescind an unnumbered Resolution, dated December 23,1949, requesting the Oregon State Highway Commission to consider and declare certain named streets in the City of Silverton as qualified for repair out of funds allocated and made available by and through the special $250,000.00 State Highway Commission fund.

We are enclosing for your consideration and approval Resolution No. 424, dated February 20,1950, which was passed by the Common Council at this same previously mentioned special meeting. Resolution No. 424 pertains to the reconstruction of the James Avenue Highway Bridge, Silverton. Plans and Specifications for the James Avenue Bridge have been prepared by the Oregon State Highway Commission, at the request of the City Council. Drawings are numbered 9019, 9020, 9021, 8417 and S-83; Bridge number is 7148; date of plans is June 11, 1948.

The condition of the present James Avenue Bridge is such that it will be necessary within the very near future to either permanently close the bridge to all traffic or replace it with a new structure.

Your cooperation in assisting the City in this matter will be greatly appreciated.

Sincerely,

R. E. Borland
City Manager.

REBamm

RECEIVED
FEB 23 1950
ENGINEER
COUNTY & CITY RELATIONS

Form cc-50
Special City Allotment

RESOLUTION - NO. 424

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

> "Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of two hundred fifty thousand dollars ($250,000) shall be withdrawn from such appropriation each year and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said two hundred fifty thousand dollars ($250,000) shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities."

and

WHEREAS, the City of Silverton is an incorporated city of the State of Oregon, and has a population of 2925, as given by the latest official census, and

Form cc-50

WHEREAS, the following streets of said city,

James Avenue Bridge

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

James Avenue Bridge.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Silverton does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate R. E. Borland, City Manager as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 20 day of February, 19 50.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

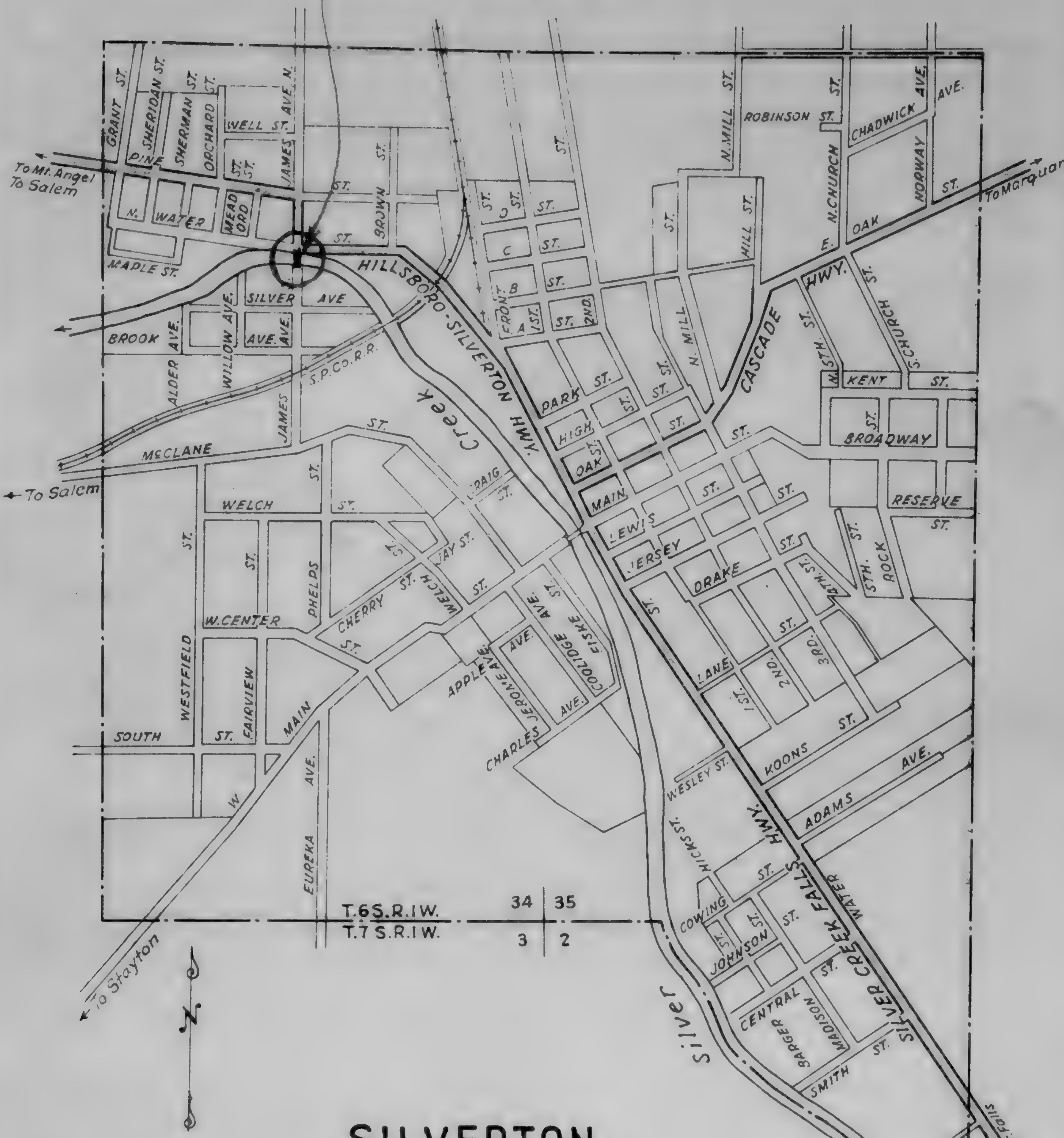
- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Silverton at a regular or special meeting of said council, held on the 20 day of Febraary, 19 50, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 21 day of February, 19 50.

R. E. Borland
City Recorder

-James Avenue Bridge


To Mt. Angel
To Salem
GRANT ST.
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ORCHARD ST.
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HICKS ST.
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COWING ST.
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SILVER CREEK FALLS
WATER
CENTRAL
BARGER
MADISON ST.
SMITH ST.
Silver
To Silver Cr. Falls
N

SILVERTON

Scale 1" = 800'

- 20-5[illegible]

Form cc-50
Special City Allotment

12-23-49

RESOLUTION

WHEREAS, Section 2 of Chapter 149, Oregon Laws 1949, provides:

"Beginning with the year 1949 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O. C. L. A.; section 15, chapter 413, Oregon Laws 1945, as amended by section 4, chapter 114, Oregon Laws 1947; and section 29, chapter 467, Oregon Laws 1947: and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act."

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and

WHEREAS, the City of Silverton, is an incorporated city of the State of Oregon, and has a population of 2,25, as given by the latest official census, and

[illegible]

WHEREAS, the following streets of said city,

North Second Street, from Main Street to North City Limits,

Main Street, from McClaine Street to Second Street

McClaine Street, from Main Street to West City Limits,

South James Avenue, from McClaine Street to Southern Pacific Railroad track.

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit,

North Second Street, from Main Street to North City Limits

Main Street, from McClaine Street to Second Street,

McClaine Street, from Main Street to West City Limits

South James Avenue, from McClaine Street to Southern Pacific Railroad Track.

are in need of repair, reconditioning, and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary

to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair, and other improvement out of funds allocated and made available by and through the said $250,000 appropriation of state highway revenues.

4. That the City of Silverton does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation; and, therefore does designate R.E.Borland, City Manager. as the official representative of the city in all negotiations resulting from this request.

Passed and approved this 23. day of December, , 1949.

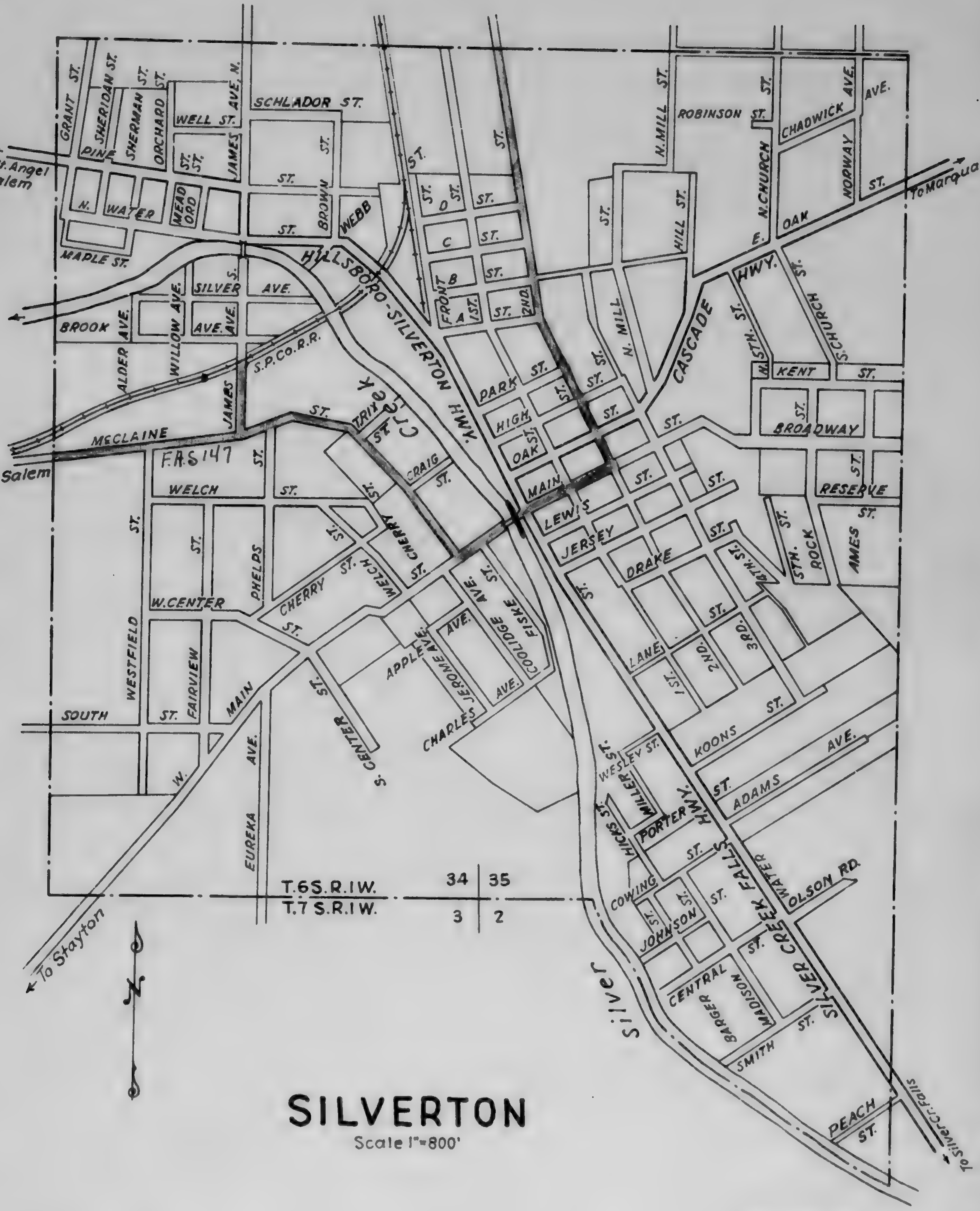
There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

- -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Silverton at a regular or special meeting of said council, held on the 23 day of December, , 1949, and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 24th day of December, , 1949.

R. E. Borland
City Recorder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SHERMAN ST.
ORCHARD ST.
WELL ST.
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ST. ST.
To Mt. Angel
To Salem
N. WATER
MEAD ORD
BROWN ST.
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MAPLE ST.
HILLSBORO-SILVERTON HWY.
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S.P.Co.R.R.
JAMES
McCLAINE ST.
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TRIXEY ST.
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CRAIG ST.
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To Marquam
CASCADE HWY.
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S. CHURCH ST.
KENT ST.
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RESERVE ST.
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ROCK ST.
AMES ST.
KOONS ST.
ADAMS AVE.
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SILVER CREEK
CENTRAL
BARGER
MADISON ST.
SMITH ST.
Silver
PEACH ST.
To Silver Cr. Falls
To Stayton
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34
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3
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SILVERTON

Scale 1"=800'

Rev. 8-22-49

RECEIVED
AUG 5 1949
FOR FILING

AGENDA ITEM 4b
June 27 - 28, 1949

July 6, 1949

Mr. R. E. Borland
City Manager
City of Silverton
Silverton, Oregon

Dear Mr. Borland:

I presented to the State Highway Commission at its meeting last week your letter of May 25, 1949, in which you inquire whether or not the State Highway Commission would approve an arrangement with the City of Silverton whereby State Highway funds could be advanced to finance construction of the James Avenue Bridge over Silver Creek in your city, with the understanding that the amount involved would be refunded out of the city's share of future highway revenues.

I stated to you in my previous letter, the policy of the State Highway Commission was involved in this arrangement. The Commission considered that were it to approve this loan to the city, it would establish a precedent of loaning State Highway funds that could not be overlooked or deviated from in passing on similar requests in the future, which might run into an enormous sum of money. The Commission is very anxious to treat all communities fair and alike, and because of the fact that it would not be possible for the Commission to advance funds to finance, under similar conditions, all projects that might be requested, it decided that it would be unwise to establish a new precedent by approving your request. I was instructed to inform you accordingly.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:ts

RECEIVED
JUN 24
FOR FILING

Silverton

June 24, 1949

Oregon State Highway Commission

Gentlemen:

The City of Silverton requested that the State construct for the City a bridge across Silver Creek on James Avenue in the City of Silverton. James Avenue is not a part of the state highway system, and the City requests that the cost of the bridge be withheld from motor vehicle revenues accruing to them in future years. The City receives approximately $15,000 per year, so that it would take a two-year period to retire the debt.

The matter of advancing state highway funds to cities on this basis is, of course, a matter for Commission determination. I should like to point out to you, however, that if cities in general through the state should ask for advance projects, it could mean that the State Highway Commission would have a large sum of money loaned out to the cities for a period of one, two, or three years, and seriously delete the State Highway Commission cash balance.

This matter will be on the next agenda.

Very truly yours,

R. H. Baldock
State Highway Engineer

WCW:me HI
cc: Mr. W. C. Williams

May 27, 1949

Robert E. Borland, City Manager
Silverton, Oregon

Dear Mr. Borland:

This is to acknowledge receipt of your letter of May 25, 1949, in which you inquire as to the possibility of the State Highway Commission entering into a contract with the City of Silverton for the construction and financing of a bridge over Silver Creek, on James Avenue in your City, on the basis that the State would pay the costs in the first instance, with reimbursement later from the City's share of future State Highway revenues.

This is a matter that involves a policy of the State Highway Commission. I shall be pleased to bring it to the attention of the Commission at the earliest opportunity, and will immediately advise you of the action the Commission takes thereon.

Copies of your letter are being mailed to the individual members of the Commission for their advance information.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc: Commissioners

R. H. Baldock
W. C. Williams

AGENDA
JUN 27 1949

CITY OF Silverton
GATEWAY TO SILVER FALLS STATE PARK
SILVERTON · OREGON

ROBERT E. BORLAND
CITY MANAGER

May 25, 1949

Oregon State Highway Commission,
Salem, Oregon

Attention: Mr. H. B. Glaiser, Secretary

Gentlemen:

About one year ago, at the request of the Silverton City Council, you had prepared for us a set of plans and a draft of the specifications for the replacement of the James Avenue bridge crossing Silver Creek in Silverton.

The total cost of the contract work at that time was estimated to be $26,910.

Sufficient city funds have not been available for having this work done.

Anticipated revenue from the State Highway Fund for the fiscal year 1949-50 for the City of Silverton is estimated at $15,350.

City Council wishes to make inquiry of the possibility of the State Highway Commission entering into a contract with the City of Silverton; the Highway Commission to submit and receive bids for the construction and finance the entire cost of the bridge; the City of Silverton to repay the Highway Commission for the cost of construction by pledging State Highway revenue allocations due the city, over a period of two or not to exceed three years.

Yours truly,

R. E. Borland
City Manager

RECEIVED
MAY 26 1949
OREGON
STATE HIGHWAY COMMISSION

ACKNOWLEDGED
H. B. GLAISYER

S+C

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JAN 21
FOR FILING

324-1701

#57 W

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
January 15, 1948

SUBJECT: James Avenue Bridge
in Silverton
(Bridge No. 7148)

To:

Mr. W. C. Williams
Assistant State Highway Engineer
Office

NOTED
H. B. GLAISYER

Dear Sir:

Attached hereto is copy of a letter from the City Manager of Silverton with reference to the design of a bridge over Silver Creek in Silverton. This is an acceptance of the terms under which the Highway Commission agreed to do the design for the city. We will proceed with the work as soon as we have some one available to do it.

Very truly yours,

G S Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached

item (4-0) of agenda for Oct 21, 1947
see minutes entry on page 14225 for
approval — city to reimburse state
for full cost of design —
GMS

C
O
P
Y

CITY OF SILVERTON

Silverton, Oregon

January 6, 1948

Oregon State Highway Commission
Salem, Oregon

Attention: Mr. G. S. Paxton
Bridge Engineer

Gentlemen:

At the regular meeting of the Silverton City Council, held December 1st., a motion by council was approved to instruct the State Highway Commission to proceed with the preparation of plans and specifications and advertising of bids for the construction of the James Avenue Bridge, crossing Silver Creek, Silverton, at the actual cost to the State, which cost is estimated to be $300.00. This is in accordance with your proposal of November 7th.

In regard to the width of the roadway of the proposed bridge, it was decided by the City Council at their meeting of January 5th, that if the roadway width can be increased from 20 feet to 24 feet at an additional estimated cost of construction of $500.00, that the plans be prepared for the 24 foot width.

We request that the plans provide for the attaching of U-bolts or an arrangement for the suspension of a 6 inch cast iron water line on the west or donw stream side of the new bridge.

Sincerely,

R. E. Borland (sgd.)
City Manager

RECEIVED
DEC 15 1947
FOR FILING

Agenda Item 4-c
October 21 and 22, 1947

November 7, 1947

Mr. R. E. Borland
City Manager
Silverton, Oregon

Dear Mr. Borland:

Reference is made to your letter of September 11, 1947, requesting, on behalf of the City of Silverton, that the State Highway Department furnish engineering service in the preparation of plans and specifications and the advertising for bids for the construction of a steel and concrete deck bridge, including approaches, over Silver Creek on South James Avenue in your city.

Your letter was brought to the attention of the State Highway Commission at its last meeting, and I am pleased to inform you that the Commission approved your request on the condition that the City of Silverton will employ the State Highway Department Bridge Department to perform this service and will reimburse this Department for all expenses incurred in connection therewith.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

HBG:eo

cc - Mr. W. C. Williams
Mr. G. S. Paxson

RECEIVED
SEP 25 1947
FOR FILING

4-[illegible]

September 25, 1947

#59W

Mr. R. E. Borland
City Manager
Silverton, Oregon

Dear Mr. Borland:

We are in receipt of yours of September 11, requesting the Highway Commission to assist the City of Silverton by furnishing plans and specifications and advertising for bids for the construction of a bridge crossing Silver Creek on James Avenue in Silverton. Subject to approval by the State Highway Commission, we will be pleased to do this work for you. The matter will be brought to the attention of the State Highway Commission at its next meeting, on October 21 and 22.

Very truly yours,

W. C. Williams
Acting State Highway Engineer

WCW:hi
cc: H. B. Glaisyer
G. S. Paxson

Mr. Glaisyer:
Put on agenda.

ASSIGNMENT

No. 59 W

TION: City of Silverton . James Ave. vehicular bridge ss-
ing Silver Creek - closed due to unsafe condition. Request Hwy.
Dept to assist city by furnishing plans and spec. for new bridge.

DATE: 9/11/47

ASSIGNED TO: PAXSON

- ☐ Investigation and report to this office
- ☐ Reply direct with copy to this office
- ☐ Return with drafted reply
- ☒ Comment or recommendation and return to this office
- ☐ Investigation and such action as is necessary
- ☐ Please prepare reply for my signature
- ☐ Assignment executed Date ____________
- ☐ ____________________________________

REPORT RECEIVED: 9-24-47

REMARKS:

FORM E-30 25M 3-47

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
September 23, 1947

SUBJECT:

To: Mr. W. C. Williams
Assistant State Highway Engineer
Office

Dear Sir:

I am returning the letter from the City of Silverton requesting our help in the design of the bridge on James Avenue in Silverton. They are financing the construction of this bridge with money from the gas tax. Under these conditions we have been furnishing plans and specifications for other cities without charge on the same theory that we furnish plans and specifications for counties on their county road systems. This is a small job and I would recommend that we grant their request.

Very truly yours,

G. S. Paxson

G. S. Paxson
Bridge Engineer

GSP GM
Attached

NOTED
W. C. WILLIAMS

CITY OF Silverton
GATEWAY TO SILVER FALLS STATE PARK
SILVERTON · OREGON

ROBERT E. BORLAND
CITY MANAGER

REFERRED TO
H.C. Williams
By W. W. Stiffler

September 11, 1947

Mr. R.H. Baldock, State Engineer,
State Highway Department,
Salem, Oregon.

RE: S. James Avenue Bridge.

Dear Mr. Baldock:

On August 13, 1947, we closed the James Avenue vehicular bridge crossing Silver Creek, in Silverton due to its unsafe condition.

The present bridge is a wooden five-panel truss type bridge with wood decking, having a roadway width of 20 feet, sidewalk width of 7 feet on one side of the bridge, and a span of 70 feet between centers of concrete piers.

The bridge was built about fifteen years ago.

On or about September 4th an inspection of the bridge was made by Mr. Hedda S. Swart, County Engineer and Mr. Paxton, State Highway Department Engineer, It was their opinion that the bridge in its present condition should remain closed; that the bridge could be temporarily opened by placing bents under the ends of each panel; that to repair the bridge would require the replacement of a greater part of it; that possibly the most economical type of permanent bridge for replacement would be a deck bridge with rolled steel stringers and concrete floor, using the present concrete piers which are in good condition.

In discussing with Mr. Paxton the matter of replacing the bridge, we were advised that if the City's share of State Highway revenues were used to finance the construction, that the Highway Department may assist to the extent of furnishing plans and specifications, advertising and submitting the work for bids.

At the regular meeting of Council held September 8th, it was decided not to attempt to repair the present bridge nor to temporarily support it with bents due to danger of flooding the area adjacent to the creek. The council felt that there is sufficient need to warrant the replacement of the bridge and a motion was approved authorizing the City Manager to proceed with the construction of a new James Avenue bridge, and to advise the Highway Commission that such action had been taken by the council.

RECEIVED
SEP 15 1947
SALEM
STATE HIGHWAY COMMISSION

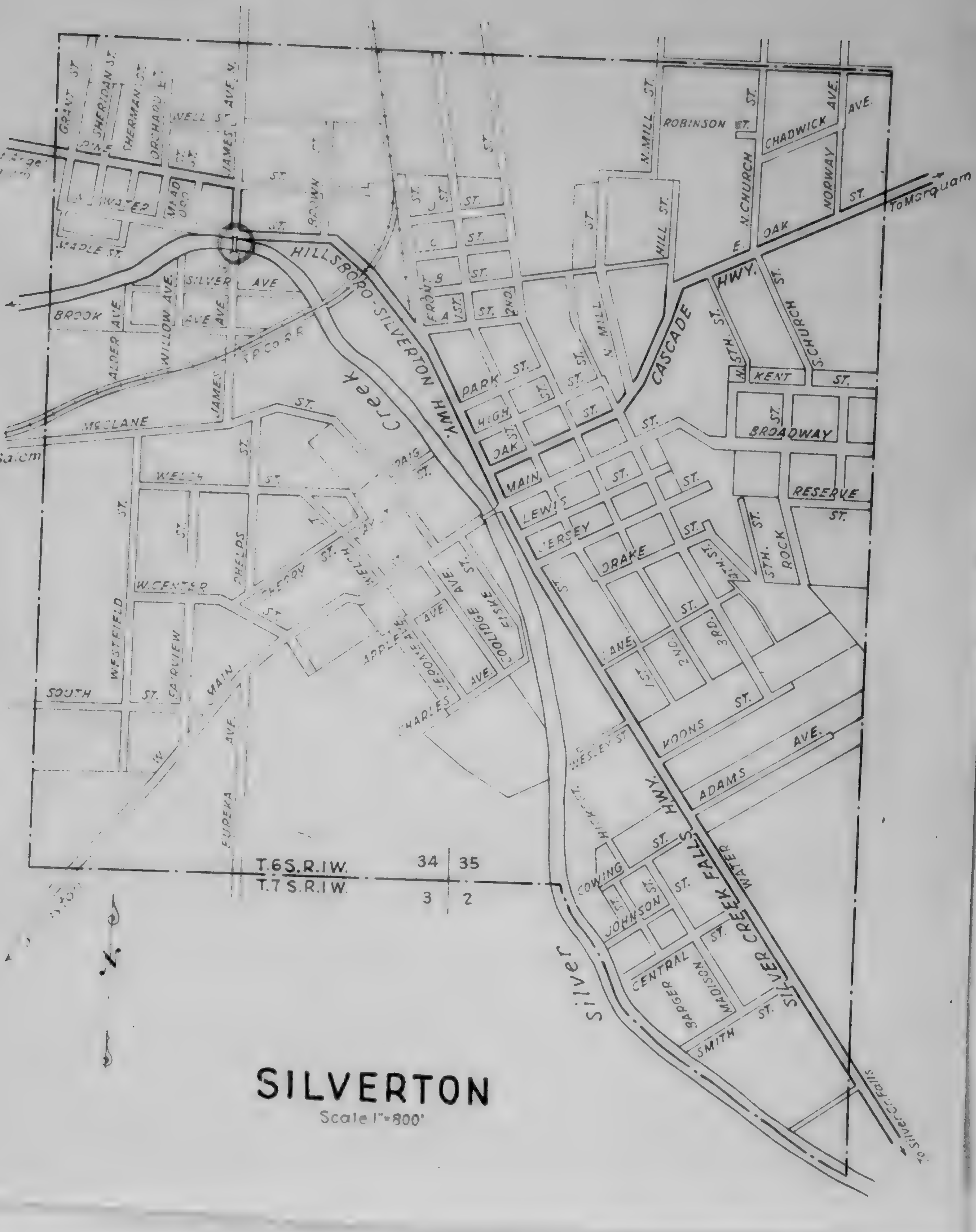
We are in position to make the preliminary field survey and furnish your department with the necessary data for preparing plans.

We request that the Highway Commission assist the City by furnishing plans and specifications and advertise for bids for the construction of a steel and concrete deck bridge including approaches, using the present concrete piers and abutments.

Sincerely,

R. E. Borland
City Manager.

REB:amm
Inc. -1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SHERIDAN ST.
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CENTRAL
BARGER
MADISON ST.
SMITH ST.
Silver
To Silver Cr. Falls
T. 6 S. R. I W.
T. 7 S. R. I W.
34
35
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SILVERTON

Scale 1"=800'

31-3304 Catherine Creek State Park 1950
Latrine

RECEIVED
AUG 6 1951
FOR FILING

31_ [illegible]

3333 (CONTRACT NO.)

OREGON STATE HIGHWAY COMMISSION
(date)
AUGUST 3, 1951

	(EST. NO.)	(CONTRACTOR)	
3333	**2-final**	**WALTER RHODE**	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
12264	**R-20591**	$ **340.24**	**Aug. 3, 1951**

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

- -

Specified Completion Date: **July 31, 1950**

Time Extensions: **Extended to May 12, 1951 without penalty**

Completion Date: **May 12, 1951**

Date Accepted: **July 16, 1951**

Penalties: **None of Record**

Claims: **None of Record**

Remarks:

- -

Date: **8-3-51**

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: 8/13/51

RECEIVED
FOR FILING
31-2304

3323

August 1, 1951

Mr. Walter Rohde
No. 31 Security Apartments
Pendleton, Oregon

Dear Sir:

The State Highway Commission, at its meeting held on July 16, 1951, had under discussion your request for an extension of time of 285 days, from July 31, 1950 to May 12, 1951, within which to complete your contract No. 3333 covering construction of Catherine Creek State Park Latrine, Union County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: E. F. Chidsey,
Division Engineer

O. R. Kennan,
Resident Engineer

G. S. Paxson,
Bridge Engineer

RECEIVED
FOR FILING

31-[illegible]

3333

July 19, 1951

Maryland Casualty Co.
Baltimore 3
Maryland

Gentlemen:

State highway contract No. 3333 covering construction of latrine in Catherine Creek State Park in Union County was completed by the contractor, Walter Rohde, on May 12, 1951 and was formally accepted by the Highway Commission on July 16,1951.

Final payment in the amount of $340.24 will be made to the contractor on or after July 30, 1951. The total contract amount is $2,759.35 and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this notice.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Maryland Casualty Company
John R. Mumma, Agent
Equitable Bldg.
Portland 4, Oregon

RECEIVED
JUL 1951
FOR FILING

31 [illegible]

3333

July 5, 1951

Request for extension of time
No. 8
July 16 and 17 meeting.

State Highway Commission

Gentlemen:

Re: Catherine Creek Park Latrine
Contract No. 3333
Walter Rohde, contractor

Herewith a request from the contractor for an extension of time for the completion of the contract for the construction of a latrine in the Catherine Creek State Park in Union County.

The contract completion date was July 31, 1950 and the extension is requested from that date to May 12, 1951. The job was complete with the exception of the testing of the plumbing. The contractor was not able to make this test because the water supply that was provided by the State was not completed until May of this year.

Under these conditions we are recommending that the extension be granted without penalty to the contractor. This is a State Project and does not require the concurrence of the Bureau of Public Roads.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:gm

RECEIVED

FOR FILING

31-3304

3333

March 1, 1951

Mr. Walter H. Rohde
Security Apartments No. 31
Pendleton, Oregon

Dear Sir:

You have a contract with us for the Catherine Creek State Park Latrine, Contract No. 3333. This contract should have been completed July 31, 1950. Under date of October 30, 1950, you were advised by Mr. Kennen, our resident engineer, of certain deficiencies still existing before the project could be accepted. So far as we know you have taken no steps toward correcting these deficiencies. We feel that unless immediate action is taken the matter must be turned over to your bonding company. Will you please advise your intentions in this matter.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

OSPgn
cc G. S. Paxson

RECEIVED
JUN 27 1950
FOR FILING

31-3304

3333

June 26, 1950

Mr. Walter Rohde
No. 31 Security Apartments
Pendleton, Oregon

Dear Sir:

We enclose herewith a fully executed copy of contract No. 3333, which was awarded to you on May 25, 1950 by the State Highway Commission, covering park latrine at Catherine Creek State Park in Union County. This copy is for your records and files.

We are also sending an executed copy of the above contract to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 6/26, 50

RECEIVED
MAY 31 1950
FOR FILING

31-3304
3333

May 31, 1950

Walter H. Rohde
Security Apts. #31
Pendleton, Oregon

Dear Mr. Rohde:

The State Highway Commission on May 25, 1950, awarded you the contract for construction of a latrine in Catherine Creek State Park in Union County. This award was based on your low bid of $2,766.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

33-8304 Dufur Rock Production Project 1950
on The Dalles-Cal. Hwy.

#3224

RECEIVED [illegible] 1951
FOR FILING

33-8304

3334

ORECON STATE HIGHWAY COMMISSION
(date)
March 29, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)
3334	2-final	E. C. Hall Co.

(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4900	R-12799	$ 857.71	3/28.51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wicklander
ACCOUNTING DIVISION

Specified Completion Date: Aug. 31, 1950

Time Extensions: Extended to Sep. 5, 1950 without penalty

Completion Date: Sep. 5, 1950

Date Accepted: Oct. 26, 1950

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-29-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H B Glaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: [illegible]
a.a. Wicklander

NOTED ON CARD

R.H. Baldock

33-8304

3334

Dufur Section
Contract #3334

RECEIVED
APR 2 - 1951
FOR FILING

March 26th, 1951

FINAL COST ANALYSIS
Rock Production
E. C. Hall Company, Contractors
A. V. Benedict, Resident Engineer

The Dalles-California Highway
Prefix 33-8304-201(44)

Item	Amount	Unit	Unit Cost	Unit Bid	Total Cost	Gross Revenue
3/4"-½" Cr. Mat'l. in S.P.	4,631.6	Cu. Yd.	$2.49	$2.40	$11,522.68	$11,115.84
½"-¼" " " " "	4,301.1	" "	2.49	2.40	10,702.49	10,322.64
¼"-0" " " " "	2,233.2	" "	2.49	2.40	5,560.67	5,359.68
S.P. Screen Rejects in S.P.	1,871	" "	0.25	0.25	467.75	467.75
Haul Adjustment, Favor of Contractor	2,887.5	Yd. Mi.	0.12	0.12	346.50	346.50
Force Account					206.87	232.83
					$28,806.96	$27,845.24

Total Cost	$28,806.96
Gross Revenue	27,845.24
Net Loss	$ 961.72

Net Loss Equals 3.5% of Gross Revenue

NOTED

Detail of Costs

Labor:		
Supervision	$570.00	
Labor	11,392.73	
State Industrial Accident Insurance	637.07	
Unemployment and Oil Age Insurance	394.77	
		$12,994.57
Equipment Rental & Miscellaneous:		
Equipment Rental	$6,817.40	
Rented Equipment	1,448.05	
Gas, Oil & Grease	2,192.40	
Belting	39.91	
Lumber	4.71	
Freight & Move In	2,552.13	
Explosives	1,737.89	
Telephone & Telegraph	11.45	
Bond	167.07	
Small Tools & Misc.	346.38	
Home Office & General Overhead	495.00	
		15,812.39
Total Cost		$28,806.96

Breakdown of Costs

	Cost	Amount	Unit	Unit Cost
Move In & Set Up	$6,497.05	11,166	Cu. Yd.	$0.58
Quarry	3,767.21	"	" "	0.34
Load	1,993.12	"	" "	0.18
Haul to Crusher	2,376.36	"	" "	0.21
Crush	5,903.79	"	" "	0.53
Haul to Stockpile	5,370.65	"	" "	0.48
Stockpile	1,877.66	"	" "	0.17
				$2.49

Remarks:

This was a "State Project" calling for the crushing, hauling and stockpiling of 11,000 cubic yards of crushed rock. The project was bid and awarded May 25th, 1950, the plant setup was started August 14th, crushing commenced August 22nd, and the project was completed September 6th, 1950.

Equipment used consisted of the contractors' large three-crusher portable crushing plant, 1½ cubic yard shovel, two 16 cubic yard tournawagons, 6 five to eight cubic yard trucks, D-8 tractor and dozer, two pickups, one panel truck and one grease truck. Hired equipment included a tractor and dozer for a short time, 500 compressor and wagon drill and three hired trucks for a short time. The equipment used was entirely too heavy and expensive for the small amount of crushing required. Move in and set up costs were very high and loading and hauling to the crusher costs were higher than normal. The contractors worked two shifts per day and six days per week. Overtime costs added materially to the high labor costs.

This project was well handled and had the best of equipment, but high move in costs and the fact that the equipment and personnel are geared for large production projects resulted in a small loss.

E. H. Clymer
Cost Analyst

By . . C. E. Paulsen

RECEIVED
NOV 3 - 1950
FOR FILING

33-8[illegible]

3334

November 3, 1950

Seaboard Surety Company
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

Please be advised that State Highway Contract No. 3334, covering the Dufur Rock Production Project on The Dalles-California Highway in Wasco County, has been completed by the contractor, E. C. Hall Co., and that final payment in the amount of $857.71 will be made on or after November 13, 1950.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $27,845.24, of which amount $232.83 represents force account items. This contract was completed September 5 and accepted by the Highway Commission October 26, 1950.

We are sending you this notice as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Hansen & Rowland, Inc.
611 Henry Bldg.
Portland 4, Oregon

Hansen & Rowland, Inc.
Tacoma, Wash.

NOTED ON CARD
11-3-50 gl

RECEIVED
NOV 2 - 1950
FOR FILING

33-8304
3334

November 1, 1950

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland, Oregon

Gentlemen:

The State Highway Commission, at its meeting on October 26, 1950, had under discussion your request for an extension of time of five days, from August 31 to September 5, 1950, within which to complete your contract No. 3334 for rock production on the Dufur Section of the The Dalles-California Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. However, I was instructed to inform you that the Commission, in arriving at its decision, considered but did not necessarily adopt either the recommendation of the engineer or the reasons given by you for failure to complete the project within the specified time.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Wm. E. Chandler,
Division Engineer

A. V. Benedict,
Resident Engineer

H. G. Smith

NOTED ON [illegible]
11-1-50

RECEIVED
OCT 12 1950
FOR FILING

[illegible]

[illegible]

October 12, 1950

Request for extension of time
No. 5
November 9 and 10 meeting

Oregon State Highway Commission

Gentlemen:

Herewith is a request from E. C. Hall Co. for an extension of time on Contract No. 3334, Dufur Rock Production Project on The Dalles-California Highway, from August 31, 1950 to September 5, 1950.

The contractor was held up on a Bureau of Public Roads project on the Timberline Highway and was unable to move onto this project as soon as was anticipated. The delay, however, caused no inconvenience to the Department nor any increase in engineering costs. It is recommended that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. W. C. Williams
   Mr. H. G. Smith

(hi)

RECEIVED
OCT 3 1950
FOR FILING

'33-9204

3334

October 3, 1950

Seaboard Surety Co.
75 Maiden Lane
New York 7, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to E. C. Hall Co. on contract No. 3334, covering the Dufur Rock Production Project on The Dalles-California Highway in Wasco County. This payment, in the amount of $26,987.53, will be made on or after October 13, 1950. The retained percentage is $834.67.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: T. C. Field & Co.
264 Lowry Medical Arts Bldg.
St. Paul 2, Minn.

Hansen & Rowland, Inc.
611 Henry Bldg.
Portland, Oregon

Hansen & Rowland, Inc.
Puget Sound Bank Bldg.
Tacoma, Wash.

NOTED ON CARD
10-3-50, gF

Form E-1—3M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 9, 1950, 19

Section Dufur Rock Production

Kind of work Rock Production

Highway The Dalles - California

Section prefix 33-8304

Contractor E. C. Hall Co.

Contract number 3334

Date of Contract May 25, 1950, 19

Date of completion August 31, 1950, 19

Date work started August 7, 1950, 19

Estimated date of completion Sept. 5, 1950, 19

Amount of contract $ 26,400

Per cent of time elapsed ~~100~~ 105 %

Estimated cost of completed project, exclusive of engineering $ 28,000

Per cent of contract completed, based on total contract price 100 %

Engineering cost to date $ 1,100, 4.2 %

Date project was completed Sept. 5, 1950, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Did not work Monday, Labor Day.

Contractor ran 2 shifts Tuesday to complete all rock crushing under his contract. A crew of men all day Wednesday finishing stockpiles.

Dismantled plant and moved out during the balance of the week.

FINAL REPORT

NOTED

RECEIVED
SEP 1 8 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
H. W. LIBBY

Signed A V Benedict

Address P. O. Box 420, The Dalles

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

NOTED
B. A. MARTIN

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project					
Miles partially completed					
Miles completed					
Total estimated quantities					
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day					
Hours per shift					
Average force on project for week					

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday			
Monday			
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			

RECEIVED
FOR FILING

33-8304

E. C. Hall Co.
12012 S. W. Barbur Blvd.
Portland 19, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3334 which was awarded to you on May 25, 1950 by the State Highway Commission, covering the Dufur Rock Production Project on The Dalles-California Highway in Wasco County.

An executed copy of this contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

Recorded 6/30

RECEIVED
MAY 31 1950
FOR FILING

23-8304

3334

May 31, 1950

E. C. Hall Co.
Route 6, Box 630
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950 awarded you the contract for the Dufur Rock Production Project on The Dalles-California Highway. This award was based on your low bid of $26,400.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

33-4210 Forest Boundary-Jefferson 1950
County Line Section of the
Warm Springs Hwy., about 21 miles
northwest Madras
#3335

RECEIVED
NOV 1
FOR FILING
FORM E-30 25M 9-48 34892

33-4010

3335

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Bend, Oregon
November 14, 1951

SUBJECT:

To:

Mr. E. A. Collier
Maintenance Engineer
State Highway Department
Salem, Oregon

Dear Sir:

The letter I sent you a few days ago concerning rock left over on the Rogers Contract of the West Forest Boundary, Jones Ranch Section of the Ochoco Highway, Bureau of Public Roads Project, I overlooked requesting information as to whether this rock was all piled on Government or State owned property; if not, I would recommend requesting that at least a 5 year lease on this property.

Very truly yours,

WM. E. CHANDLER
Division Engineer

WEC:me
cc: Mr. W. W. Stiffler

NOTED
W. W. STIFFLER

RECEIVED
NOV 15 1951
CR-CCN
STATE HIGHWAY COMMISSION

RECEIVED
NOV 1 1951
FOR FILING

33-4210

333[illegible]

November 9th, 1951

Mr. W. H. Lynch
District Engineer, Bureau of Public Roads
P. O. Box 3900
Portland, Oregon

Attn: R. M. Kellogg

Dear Sir:

We have been offered by the contractors on the job the excess crushed rock oil aggregates which have been left over from the completion of the West Forest Boundary, Jones Ranch Section, the Ochoco Highway.

Mr. McInroe of the Rogers Construction Company in his letter quoting prices gives figures which are the result of the measurements of your Resident Engineer, Florian Mills.

Will you please send us copies of Mr. Mills' notes or calculations in order that we may give this supporting data to our Accounting Division.

Very truly yours,

R. H. Baldock
State Highway Engineer

By:
W. W. Stiffler
Assistant State Highway Engineer

WWS:ARG
W. E. Chandler
E. A. Collier

FORM E-30 25M 8-50 42268

OREGON STATE HIGHWAY COMMISSION

INTER-DEPARTMENT CORRESPONDENCE

Salem, Oregon
November 9, 1951

SUBJECT: West Forest Boundary, Jones Ranch Section, Ochoco Highway

To:

MEMORANDUM TO Mr. W. W. Stiffler

Letter from Rogers Construction Co. to W. E. Chandler

Confirming recent conversation with you relative to the crushed aggregates that are left on the Ochoco Highway, the Bureau of Public Roads has measured the piles, and we are attaching a copy of their letter confirming the amounts and sizes in their respective stock piles:

	1 1/4 x 3/4	3/4x1/2	1/2x1/4
Right Sta. 870 (Bureau Station)	1890.4	540.4	
Left Station 58 (State Station)	925.0	577.7	374.2
Total	2815.9	1118.1	374.2

Your consideration of the above quantities and a respectable offer for this material would be appreciated.

2nd letter from Rogers Construction Co. W. E. Chandler

Referring to your letter of October 30 with reference to the crushed aggregates that are left on the Ochoco Highway, we would advise that the rock in the stockpiles cost us $1.198725 per cu. yd. in the stockpiles. The very low respectable price for this rock is $ .75 per cy.

Letter from W. E. Chandler to Mr. E. A. Collier

Herewith correspondence concerning excess rock left over on Rogers Construction Company project, Bureau of Public Roads job on the Ochoco Highway. E. E. Johnston and myself checked these quantities yesterday and they appear to be ok. This is a good price and far cheaper than we can get this maintenance material in the future, and we are going to need it, and a rock production job here would cost us about $2.00. We have considerable 1/4"-0 material a short distance from the second pile, near Station 59; therefore, I recommend that this material be purchased from Rogers Construction Company at the price quoted.

LRChandler
L. R. Chandler
Assistant Maintenance Engineer

LRC:ARG

NOTED
W. W. STIFFLER

RECEIVED
MAR 2
FOR FILING

33-4210

3335

OREGON STATE HIGHWAY COMMISSION
(date)
March 26, 1951

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3335	3-final	Rogers Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
4546	R-12355	$ 2,205.77	3/23/51

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A. A. Wiklander
ACCOUNTING DIVISION

Specified Completion Date: Oct. 31, 1950

Time Extensions: Extended to Dec. 31, 1950 without penalty

Completion Date: Dec. 22, 1950

Date Accepted: Feb. 26, 1951

Penalties: None of record

Claims: None of record

Remarks:

Date: 3-27-51

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: [illegible] 27 1951
a. a. Wiklander

RECEIVED
MAR 13 1951
FOR FILING

33-4210

3335

March 12, 1951.

Rogers Construction Co.
11760 N. E. Glisan St.
Portland 16, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on February 26, 1951, had under discussion your request for an extension of time of 61 days, from October 31 to December 31, 1950, within which to complete your contract No. 3335 for re-oiling and stockpiling on the Forest Boundary-Jefferson County Line Section of the Warm Springs Highway in Wasco County.

I am pleased to inform you that the Highway Commission granted your request without penalty. The Commission's action was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: A. G. Skelton,
Division Engineer

Tom Opedal,
Resident Engineer

H. G. Smith,
Construction Engineer

NOTED ON CARD

RECEIVED
MAR 8 - 1951
FOR FILING

33-4210

3335

March 7, 1951

Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

State highway contract No. 3335, for reoiling and stockpiling on the Forest Boundary-Jefferson County Line Section of the Warm Springs Highway in Wasco County, was completed by the contractor, Rogers Construction Co., on December 22, 1950 and was formally accepted by the Highway Commission on February 26, 1951.

Final payment in the amount of $2,205.77 will be released to the contractor on or after March 17, 1951. The total contract amount is $74,135.20 and no force account work was performed on the project.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

This notice is given as your Company appears as surety on the performance bond furnished by the contractor in connection with this project.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Fallett,Fisher & Carlo,Inc.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

RECEIVED
8 1951
FOR FILING

33-4210
3335

February 8, 1951

Request for extension of time
No. 4
February 26 and 27, 1951

Oregon State Highway Commission

Gentlemen:

Herewith is a request from Rogers Construction Company for an extension of time on Contract No. 3335, Forest Boundary–Jefferson County Line Section of the Warm Springs Highway, from October 31, 1950 to December 31, 1950.

This project called for reoiling and furnishing of maintenance materials. The reoiling was completed within the specified time limit, but due to the unavailability of the quarry specified in the contract, the Contractor produced and stock-piled the maintenance material on an adjacent project which was also under contract to them. The materials were not needed immediately, and the Contractor was permitted to wait until fall before hauling the materials to the necessary stock-pile sites.

There was no inconvenience to the Department by virtue of the overrun, and I would recommend that the extension be granted without penalty.

Very truly yours,

R. H. Baldock
State Highway Engineer

Encl.
cc Mr. Williams
Mr. Smith

hi

RECEIVED
[illegible] 19 1951
FOR FILING

33-4210

3335

January 18, 1951

Fidelity & Casualty Co.of New York
80 Maiden Lane
New York 8, N. Y.

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Rogers Construction Co. on Contract No. 3335, for recoiling on the Forest Boundary-Jefferson County Line Section on the Warm Springs Highway in Wasco County. This payment, in the amount of $17,081.56, will be made on or after January 29, 1951. The retained percentage is $2,224.62.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Pallett,Fisher & Carlo,Inc.
United States National Bank Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—7-49

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending August 26, 1950

Section Forest Boundry-Jefferson Co. Line	Kind of work Reoiling
Highway Warm Springs	Section prefix 33-4210
Contractor Rogers Construction Co.	Contract number 3335
Date of contract May 25, 1950	Date of completion , 19
Date work started August 14, 1950	Estimated date of completion August 31, 1950
Amount of contract $ $ 74,627.00	Per cent of time elapsed %

Estimated cost of completed project, exclusive of engineering $ 74,627.00

Per cent of contract completed, based on total contract price 85 %

Engineering cost to date $ 1500.00, 33 %	Date project was completed , 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor finished reoiling Tuesday evening.

Contractor finished maintaining oil mat wearing surface and reshaping existing shoulders Thursday.

Aggergate in stockpiles pending availability of quarry site.

NOTED
H. W. LIBBY

NOTED
B. A. MARTIN

Noted

Signed

Address [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				18.27	
Miles partially completed				18.27	
Miles completed				18.27	
Total estimated quantities				18.27	
Estimated quantities moved or placed to date					
Average daily quantities				2.8	
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				10	
Average force on project for week				21	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels ...., Power graders ...., Rollers ...., Mixers ...., Crushing or screening plants ....

Compressors ...., Bulldozers Tankers 5, Sheep-foot rollers Distributor 1, Trucks 7, Loader 1 Brooms 2

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	Clear		
Tuesday	Cloudy		
Wednesday	Cloudy		
Thursday	Fair		
Friday	Fair		
Saturday	Fair		

RECEIVED
OFFICE OF
CONSTRUCTION ENGINEER

RECEIVED
AUG 25 1950
FOR FILING

COMMISSIONERS
BEN R. CHANDLER, CHAIRMAN
PORTLAND
CHAS. H. REYNOLDS, MEMBER
M. K. McIVER, MEMBER

OREGON
STATE HIGHWAY COMMISSION

R. H. BALDOCK, CHIEF ENGINEER
J. M. DEVERS, CHIEF COUNSEL
H. B. GLAISYER, SECRETARY

PHONE EM 2125

OFFICE OF A. G. SKELTON, DIVISION ENGINEER
F. T. YOUNG, ASSISTANT DIVISION ENGINEER
P. O. BOX 4644, PORTLAND 2, OREGON

33-4310

3335

August 24, 1950

IN REPLY PLEASE
REFER TO FILE NO.

Rogers Construction Company
11760 N. E. Glisan
Portland, Oregon

NOTED
W. C. WILLIAMS

Attn: Chas. McInroe

Gentlemen:

Mr. F. T. Young, Assistant Division Engineer, advised me today of his conferance with you on August 23rd, which is substantially as follows.

1. You advised Mr. Young that you would not be able to go into the quarry setup this year, as stimulated in your contract 3335 for the Forest Boundary-Jefferson County Line Project, even if the Colonial Construction Company were to complete their rock production in the quarry this week. Your reason for this was lateness of the season, and the fact that it would take some time for the Colonial Construction Company to clean up the quarry after their work there is completed.

2. You offered to get out the stockpile material called for in this contract from your present setup, based on stockpiling approximately seven miles from the south end of contract 3335. You propose to do this at an additional charge of $1.40 per cubic yard over the contract price of $2.75 per yard, or at a cost of $4.15 per yard.

3. You also advised that you would complete your present crushing operations by the first of this coming week.

If the above is correct, I would appreciate you signing copy of this letter, and returning it to me.

Yours very truly,

A G Skelton
A. G. SKELTON
Division Engineer

AGS:w
cc: W. C. Williams ✓
H. G. Smith

RECEIVED
MAY 31 1950
FOR FILING

32-4210

3325

May 31, 1950

Rogers Construction Co.
11760 N. E. Glisan St.
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950, awarded you the contract for reoiling and stockpiling on the Forest Boundary-Jefferson County Line Section of the Warm Springs Highway in Wasco County. This award was based on your low bid of $74,627.00 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

334-1703 Sherwood (Main St.) Sec. on 1950
Main Street in Sherwood

#1336

RECEIVED
FOR FILING

334-1703

OREGON STATE HIGHWAY COMMISSION
(date)
Oct. 26, 1950

(CONTRACT NO.)	(EST. NO.)	(CONTRACTOR)	
3336	2-final	Cascade Construction Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
17569	2821	$ 701.25 ✓	10/25/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

A.A. Wickslander
ACCOUNTING DIVISION

- -

Specified Completion Date: Aug. 31, 1950

Time Extensions: None of record

Completion Date: Aug. 30, 1950

Date Accepted: Sep. 28, 1950

Penalties: None of record

Claims: None of record

Remarks:

- -

Date: Oct. 27, 1950

To the Accounting Division:

Release of the above warrant is hereby authorized.

HBGlaisyer
H. B. Glaisyer
Secretary

Warrant Mailed: OCT 27 1950
A.A. Wickslander

RECEIVED
OCT 9 1950
FOR FILING

334-17[illegible]

3336

October 6, 1950

American Casualty Co.
607 Washington St.
Reading, Pa.

Gentlemen:

Please be advised that State Highway Contract No. 3336, for paving on the Sherwood (Main Street) City Street Section in Washington County, has been completed by the contractor, Cascade Construction Co., and that final payment in the amount of $701.25 will be made on or after October 16, 1950.

The State is not advised of any unpaid claims forlabor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

For your information we wish to advise that the total contract amount is $10,719.58, and that no force account work was performed on the project. This contract was completed August 30 and accepted by the Highway Commission September 28, 1950.

We are sending you this notice as your Company is surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

gl

Secretary

cc: Mr. M. B. Waterbury
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

October 4, 1950

Mr. Floyd C. Shoop
City Recorder
Sherwood, Oregon

NOTED
J. W. CATTRALL

Dear Sir:

Contract No. 3336 with the Cascade Construction Co. for paving on the Main Street section in the City of Sherwood was completed August 30, 1950, and accepted by the Highway Commission on September 28, 1950.

Under the terms of the agreement signed May 15, 1950 between the Highway Commission and the City of Sherwood, the maintenance of and continued jurisdiction over the above city street will be assumed by the City as of the date of completion, August 30, 1950.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

John W. Cattrall
Engineer, County and City Relations

RHP:MM

RECEIVED
FOR FILING

334-1703

3336

September 20, 1950

American Casualty Co.
607 Washington St.
Reading, Pennsylvania

Gentlemen:

The State Highway Commission is prepared to make semi-final payment to Cascade Construction Co. on contract No. 3336, covering paving on the Sherwood (Main Street) City Street Section in Washington County. This payment, in the amount of $10,018.33, will be made on or after September 30, 1950. The retained percentage is $750.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the State assumes no responsibility for such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. M. D. Waterbury
Board of Trade Bldg.
Portland 4, Oregon

NOTED ON CARD

Form E-1—5M—8-47

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending Sept. 1st. 1950, 19

Section Sherwood (Main Street)

Kind of work Rocking and Paving

Highway City Street

Section prefix 334 - 1703

Contractor Cascade Construction Co.

Contract number 3336

Date of Contract May 25th 1950, 19

Date of completion August 31st. 1950, 19

Date work started August 15th. 1950, 19

Estimated date of completion August 30th. 1950 19

Amount of contract . . . . $ 11,355.00

Per cent of time elapsed 99+ %

Estimated cost of completed project, exclusive of engineering . . . . $ 11,000.00

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 600.00, %

Date project was completed Aug. 30th. 1950, 19

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

This job has been completed , and the notice of completion sent in.

Some work has been done on the semifinal Estimate.

NOTED
H. W. LIBBY

RECEIVED
SEP 6 - 1950
OFFICE OF
CONSTRUCTION ENGINEER

NOTED
B. A. MARTIN

Signed HB Dean Res. Engr.

Address P.O. Box 4644, Port. Ore.

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project		0.25			0.38
Miles partially completed					
Miles completed		0.25			0.38
Total estimated quantities		1220 cy			860 Tons
Estimated quantities moved or placed to date		1220 cy			860 Tons
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day	1				
Hours per shift	8				
Average force on project for week	4				

Percentages of men employed on contract to be secured from:

..................County, ...%; ....County, ...%; ....County, ...%; ....County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels.........., Power graders.........., Rollers.........., Mixers.........., Crushing or screening plants..........

Compressors.........., Bulldozers.........., Sheep-foot rollers.........., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
JUN 27 1950
FOR FILING

334-1703

3336

June 26, 1950

Cascade Construction Co.
Ft. S. W. Abernethy St.
Portland 1, Oregon

Gentlemen:

We enclose herewith, for your records and files, a fully executed copy of contract No. 3336 which was awarded to you on May 25, 1950 by the State Highway Commission, for paving on the Sherwood (Main Street) Section in Washington County.

An executed copy of the above contract is also being sent to the surety on your bond.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl
encl. 1

6/26, gl

RECEIVED
MAY 31 1950
FOR FILING

334-1703

3336

May 31, 1950

Cascade Construction Company
Ft. S. W. Abernethy Street
Portland 1, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950 awarded you the contract for paving on Main Street in Sherwood, Washington County. This award was based on your low bid of $11,355.00 submitted on that date.

Contract forms willbe sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fn

cc - S. H. Probert

RECEIVED
MAY 24 1950
FOR FILING

334-1703

3336

Sherwood

May 24, 1950

Floyd C. Shoop, City Recorder
City Hall
Sherwood, Oregon

Dear Sir:

We are enclosing herewith, for the records and files of your city a fully executed copy of an agreement between the State Highway Commission and the City of Sherwood, covering the Special City Allotment for the improvement of Main Street from the junction of Main Street with the county road to Wilsonville and Middleton to the junction of Main and Railroad Streets, a distance of approximately 0.38 mile.

Yours very truly,

OREGON STATE HIGHWAY COMMISSION

Secretary

rn
encl. 1

2/28/50 11:30 A.M.

Sherwood job Young called and said impossible to do job with $11,500 set up. Mud coming up thru base and sections will ~~re~~ require at least 8" added base rock. Wants someone from this office to look at it as soon as possible and see what can be worked out with City. Told him Ayres would call on them next Monday and go over it with City Official.

J. F. H.

3-8-50

With Mr. Young called on Mr. Adair Councilman on streets. advised him street would be 18' wide would have added base for first 1200 feet (from County Road N.) and 4" Asphaltic Concrete on this 1200 feet - 3" on balance City to install new 18" culvert at South end of job to replace the one now in, as it is too small. Mr. Adair said City would do -

Mr. Young said job could be done with slightly more money. said he would send in "dope" by end of week.

H.C.H.

Sherwood, Oregon,

February 27, 1950.

R. H. Baldock,
State Highway Engineer,
Salem, Ore.

Dear Sir: Attention John W. Cattrall.

This will acknowledge receipt of your letter of Feby. 21st stating project for Sherwood has been approved. I wish to thank you and the Commission very much for your favorable consideration.

When it is time to negotiate an agreement please contact Morris Adair, councilman, at the Citizens Bank of Sherwood. He is in charge of the street department. He will help you in any way he can. I also will be glad to assist you but I work in Portland and am gone from Sherwood each day.

Very truly yours,

C. H. Sanders
Mayor, City of Sherwood.

JFH.

RECEIVED
FEB 28 1950

Sherwood, Oregon,

February 4, 1950.

Mr. R. H. Baldock,
State Highway Engineer,
Oregon State Highway Commission,
Salem, Ore.

Dear Sir:

Note in recent letter from the League of Oregon cities that the initial 1950 allocation of funds for special need city street improvement in cities less than 5,000 will be made in Portland on February 6 and 7. Also due to the weather only those applications made last summer will be considered.

I would like to again call your attention to our application for $15,000.00, which was approved by your engineer, and which is of great need to this city. We are peculiarly located in that we are off the state highway system but have a supplemental route through Sherwood leaving highway 99W at Six Corners and entering it again at Middleton. This route carries Oregon Motor Stages through Sherwood, mail trucks, delivery trucks and all other traffic wanting to enter Sherwood or wishing to use Sherwood as an intermediate stop. So in effect our route through the city carries a great deal of traffic ordinarily carried on the state highway proper. As a small city we find it impossible to maintain this route through the city in proper shape. It takes both money and equipment to do this and we find it practically impossible to raise the necessary funds for a project of this kind or to have the equipment city owned. We have found private contractors far from satisfactory.

Will you be kind enough to give our request attention at your current meeting. I believe you can see the merits of our request and realize our position, especially in view of the strain the present weather puts upon our street department.

Thanking you in advance for any consideration you may give our request, I am

Yours truly,
C. H. Sanders
Mayor, City of Sherwood

1. Should send in resolution by Dec. 15, 1949.

2. Special meeting of City [illegible] is permissible. If they [illegible] paid for this out of another fund [illegible] said fund from [illegible] resolution has been approved

3. Could amend resolution for deposit of S.T.P.S. on street "23 [illegible] [illegible] deposit [illegible]

4. [illegible] in R. Rd. can [illegible] or [illegible] S.T.S.P. [illegible]?

Sherwood, Oregon
December 8, 1949

Mr Harold C. Ayers
Assistant Engineer
County and City Relations
Oregon State Highway Com.,
Salem, Oregon.

Dear Mr Ayers:

About three months ago, the City of Sherwood received from the StateiHighway Commission $1,195.06. While the City is in urgent need of these funds, it has not yet filed with the Commission a copy of a resolution submitting plans for the expenditure of these State Tax Street Funds.

All Summer, the City has been patching here and there, and has purchased a lot of material, and the labor coust have run into a lot of money. For the last month, or so the City has been cleaning out and digging drainage ditches, all of which has run into a good deal of money.

Right now, there seems to be no place in town that needs inprovement as badly as the mile, or so of County Road leading out of town to the South. This stretch of road, the City has applied to the Commission, under Section 2 of Chapter 425 Oregon Laws of 1947, for an allocation of the $250,000.00 fund. In the event this application is not approved, a large part of the funds the City now has in the State Street Tax Fund, will have to be used on this piece of road to keep it passable. In view of this fact, it would seem advisable not to prepare a resolution and plans for the expenditure of the $1,195.06 until the City is advised one way or the other, concerning its application for funds under Section 2 of Chapter 425 Oregon Laws of 1947. However, if there is any manner whereby the City can be reimbursed out of the $1,195.06, for the expense during the past six months in maintaining the streets and roads throughout the City, it would be greatly appreciated if you would advise us.

RECEIVED
DEC

Many thanks for your courtesy in connection with this matter.

Very truly yours
W M Adair
W. M. Adair' Sherwood Street Commissioner

11-30-49

49-91

49-92

[illegible] Whitman

[illegible]wood 8-3-49

Main St. [illegible] from Railroad Street to [illegible] County Road. 0.40 mile

Main Street [illegible] the city from the south and [illegible] 3 [illegible] roads, Waterville, [illegible] and the [illegible] Highway west.

There is a large [illegible] plant [illegible] a sawmill in the town and all [illegible] in addition [illegible] the commercial trucks make [illegible] 35 trucks a day [illegible] average passing over this street according to the records of the [illegible] plants [illegible] town.

On investigation [illegible] the town found the city had [illegible] built several new streets, had [illegible] all of the other streets [illegible] badly worn.

Main Street [illegible] B-2 [illegible] on [illegible] surface and [illegible] raveled, [illegible] additional [illegible]

H. C. [illegible]

SHERWOOD
Washington County
Population: 563
Division I

Previous Project:	Cost (Actual) State	City	Total
1948: None	$ -----	$ -----	$ -----
1949: None	$ -----	-----	-----

Proposed Project	Cost (Estimated)		
1950: Grade, and add base rock to shoulders, construct 3" asphaltic concrete pavement on Main St. from Railroad St. to junction with County road, a distance of 0.40 mile.	$ 11,600.00	$ ----	$ 11,600.00

* * * *

Application for improvement of Main St. is based upon its use by a large amount of log trucks, busses, a cannery-bound produce trucks; an average of 138 such heavy vehicles travel the street daily plus a considerable volume of other vehicles. It is the main route of access from the south into the center of town.

Recommendation. This project qualifies and is recommended for approval.

$258000 City allotment (1950)

Sherwood

Proposed project

Edges of present oiled surface badly raveled. Suggested shoulders be graded, rock added, present surface patched and Asphaltic Concrete 3" in thickness and 20' in width constructed.

250,000 city allotment ([illegible])

Sherwood

Recommendation for repair of main Street based upon its use by log trucks, busses and produce trucks hauling to cannery it was definitely established that an average of 38 such heavy vehicles use the street daily plus the average quantity of lighter vehicles.

Cities location is such that several long streets must be maintained as entrances to the town and a considerable increase in population in the area caused the city to be required to construct several new residential streets all of which have depleted the cities finances to the point that to reinforce main Street was impossible at this time.

RESOLUTION

3-4-49

WHEREAS, Section 2 of Chapter 425, Oregon Laws 1947, provides:

> "Beginning with the year 1947 and annually thereafter there shall be and hereby is appropriated out of the state highway fund such sums of money as will equal 10 per cent of all moneys credited to the state highway fund by the state treasurer between January 1 and December 31 of each year and which have accrued from funds transferred to the state highway fund by the state treasurer under the provisions of section 115-135, O.C.L.A.; section 15, Chapter 413, Oregon Laws 1945; section 115-528, O.C.L.A., in the event it becomes law; section 29 of house bill No. 175 of the forty-fourth legislative assembly, and from fines and penalties collected for violations of the motor vehicle and transportation laws. Such appropriation shall be distributed among the several cities as provided in this act; but in no event shall payment under this act be made to cities for any year unless more than $11,000,000 is credited to such fund, and allocations hereunder shall be made to cities only from any excess over $11,000,000 credited to such fund in any year",

and

WHEREAS, Section 3 of said act provides that:

> "Such appropriation shall be allocated to the cities as follows: The sum of $250,000 shall be withdrawn from such appropriation and set up in a separate account to be administered by the state highway commission. Such account shall be spent each year by such commission upon streets not a part of the state highway system within cities which are receiving excessive wear through sudden increases in population in the area or heavy and unusual industrial traffic. Such commission shall determine the distribution of such expenditures after considering applications made to it therefor from the cities. The balance remaining in such appropriation after the withdrawal of said $250,000 shall be distributed to all of the cities. Each city shall receive such share of the balance as its population bears to the total population of the cities",

and

WHEREAS, the City of SHERWOOD is an incorporated city of the State of Oregon, and has a population of 563, as given by the latest official census, and

WHEREAS, the following streets of said city, Pine Street from 3rd to City limits; Tualatin Road from Pine Street to City limits; Main Street from Railroad Street to Four-Corners; Wilsonville

The attached designated roads and streets all within the City of Sherwood carries the following listed heavy traffic into and through the City to the State Highway and other roads:

Oregon Motor Service
Railroad Express
P.M.T. and also Sherwood-Tigard Truck Service
School Buses for High School & Grade School
Oil & Fuel Trucks
3 Milk Trucks
Log Trucks to local mill and other log hauling to State Highway.
Farmers Trucks hauling produce to local cannery, as well as other produce that goes to other places over State Highway.

Road from Four-Corners to City limits East;

are not a part or parts of the state highway system, but are streets of said city which are "receiving excessive wear through sudden increase in population in the area, or heavy industrial traffic", and

WHEREAS, said streets are and each of them is in need of repair, reconditioning and other major improvement, and such city is without necessary funds with which to do said work,

NOW, THEREFORE, the members of the City Council, in regular or special session assembled, do hereby find, declare and resolve:

1. That the following named streets of said city, to wit: Pine St. from 3r. St to City limits north & west; Tualtin Road from Pine St to City limits north-eastly; Main Street from Railroad Street to Four-Corners South; Wilsonville Road from Four-Corners to City limits easterly,

are in need of repair, reconditioning and other major improvement.

2. That said streets are in their present state and condition of disrepair, by reason of a sudden increase in population in the area, or because of excessive and unusual industrial traffic, and the city is without the funds necessary to put said streets in proper condition for the traffic to which they are being subjected.

3. That the Oregon State Highway Commission hereby is respectfully requested to consider and declare said streets as qualified for reconditioning, repair and other improvement out of funds allocated and made available by and through

the said $250,000 appropriation of state highway revenues.

4. That the City of SHERWOOD does hereby offer to the State Highway Commission, and does hereby pledge complete cooperation and assistance to the end that said city may share and participate in the use and benefit of said special fund and appropriation.

Passed and approved this 4th day of March, 1949.

There is attached hereto and made a part hereof, a city map on which is indicated the street, streets, road, or roads described in this resolution.

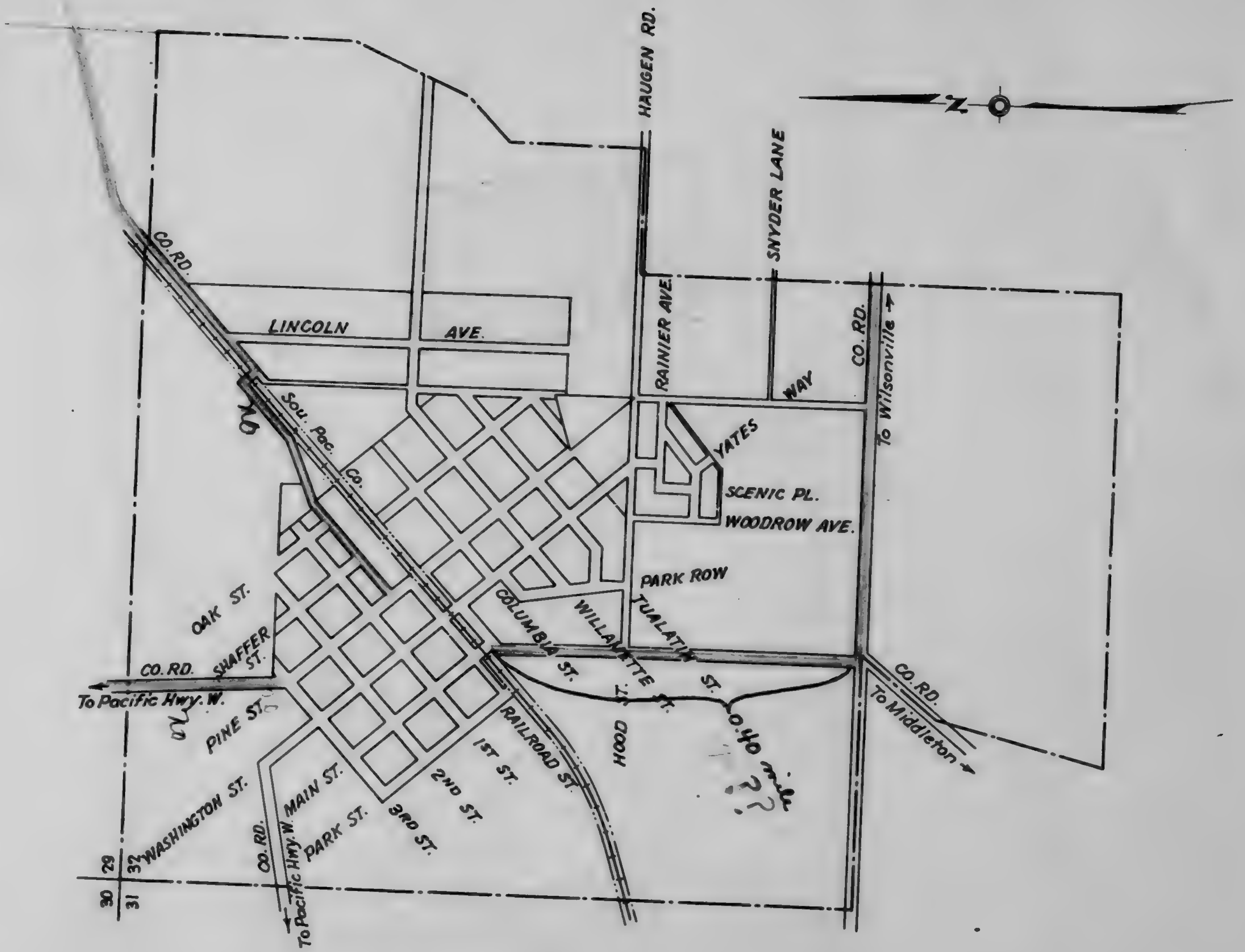
- - - - - - - - - - -

I hereby certify that the foregoing resolution was passed and approved by the City Council of the City of Sherwood at a regular ~~or special~~ meeting of said council, held on the 4th day of March, 1949 and the above copy is a true and correct copy of the original and of the whole thereof.

Dated this 19th day of March, 1949

Floyd C. Shoop

Floyd C. Shoop, City Recorder


N
HAUGEN RD.
SNYDER LANE
RAINIER AVE.
WAY
CO. RD.
To Wilsonville
YATES
SCENIC PL.
WOODROW AVE.
PARK ROW
LINCOLN AVE.
CO. RD.
Sou. Pac. Co.
ok
COLUMBIA ST.
WILLAMETTE ST.
TUALATIN ST.
HOOD ST.
0.40 mile
??
CO. RD.
To Middleton
OAK ST.
SHAFFER ST.
CO. RD.
To Pacific Hwy. W.
ok
PINE ST.
WASHINGTON ST.
CO. RD.
To Pacific Hwy. W.
MAIN ST.
PARK ST.
3RD ST.
2ND ST.
1ST ST.
RAILROAD ST.
29
32
30
31

SHERWOOD

Scale: 1" = 800'

NOTED
JOHN W. CATTRALL

NOTED
JOHN W. CATTRALL

NOTED
FORREST COOPER

Mr. Cooper.

Re Sherwood. 3-1-49

As per your instructions investigation was made, this date, of the streets in Sherwood as requested in letter, written by a Mr. W. D. Adair, on February 22, 1949.

Mr. Adair's first question was. "What will or can the state do to help the city repair streets which had been damaged by frost action", I advised him that as of now I knew of no way the state could give them anything but advise.

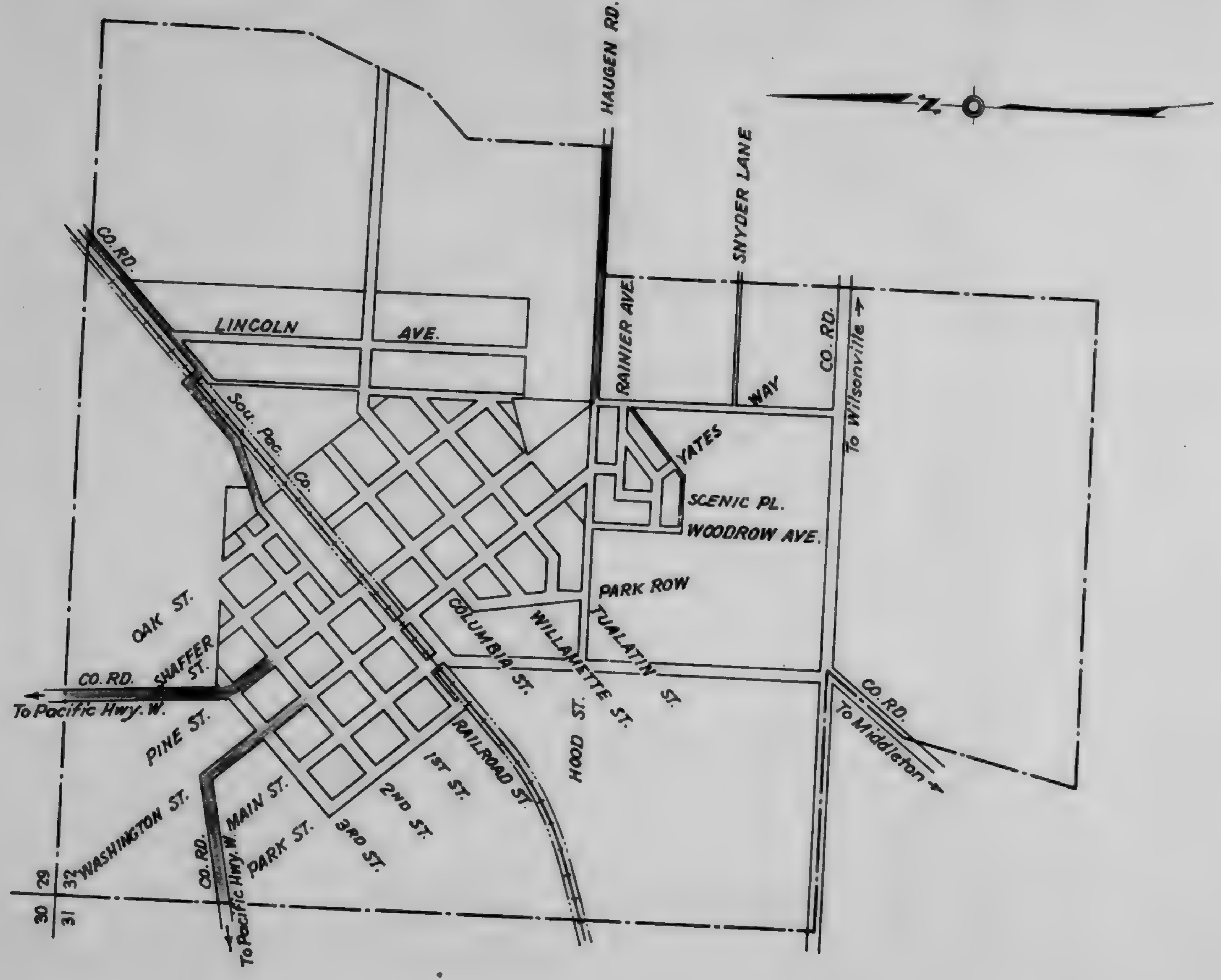
He then said city planned on scarafying streets and adding more rock, but did not have sufficient funds to do this, I suggested we drive over streets and see if there was some way the streets could be repaired. The oiled streets had several pot holes and a few places where mud & clay was appearing on surface. I advised him, they should patch these pot holes with premix and to dig out the soft spots at least a foot deep and replace with heavy base rock, let the traffic consolidate this rock until it was firmly compacted then place patches. Also they should clean out ditches to allow the water to drain off. He started his street crew working and before I left they had improved quite some amount of street.

He also asked if city could spend street tax funds on other streets besides main arteries. I assured him they could use this money on any city street which they decided needed repair if their plan was sound and approved by Division Engineers Office. He promised to fill out Resolutions and send to this office.

Mr. Adair expressed thanks for the advice and with the rapidity with which his request had been acted upon.

He requested we send the city required forms for the city to adopt in order to apply for aid on the Special Street Tax Fund Mr. Armstrong had told him about. (This has been done)

HCA.
3-3-49.



HAUGEN RD.
SNYDER LANE
N
CO. RD.
LINCOLN AVE.
RAINIER AVE.
CO. RD.
To Wilsonville
WAY
Sou. Pac. Co.
YATES
SCENIC PL.
WOODROW AVE.
PARK ROW
OAK ST.
SHAFFER ST.
CO. RD.
To Pacific Hwy. W.
COLUMBIA ST.
WILLAMETTE ST.
TUALATIN ST.
HOOD ST.
CO. RD.
To Middleton
PINE ST.
RAILROAD ST.
1ST ST.
2ND ST.
3RD ST.
MAIN ST.
PARK ST.
WASHINGTON ST.
CO. RD.
To Pacific Hwy. W.
29
32
30
31

SHERWOOD

Scale: 1" = 800'

34-4206 Division No. 1-A Reoiling 19[illegible]0
project on Sunset & Nehalem
Highways, near Manning, North

RECEIVED
FOR FILING

R. H. Baldock

November 2nd, 1950

Contract #3337

FINAL COST ANALYSIS
Division No. 1-A Reoiling
Sunset & Nehalem Highways
Harr & Horton, Contractors
Tom Opedal, Resident Engineer

Prefix 34-4206

NOTED
State Highway Engineer

Description	Quantity	Unit	Unit Bid	Unit Cost	Total Cost	Gross Revenue
Preparation of Base	20.84	Mile	$34.00	$19.69	$410.25	$708.56
Placing Aggregates	4,845	Cu. Yd.	0.85	0.90	4,359.39	4,118.25
Hauling "	34,526.5	Yd. Mi.	0.14	0.105	3,646.28	4,833.71
150-200 Asphalt	245.27	Ton	29.00	29.04	7,123.13	7,112.83
Emulsified Asphalt	275.67	"	32.00	33.10	9,123.90	8,821.44
					$24,663.45	$25,594.79

Gross Revenue	$25,594.79
Total Cost	24,663.45
Net Profit	$ 931.34

Net Profit Equals 3.6% of Gross Revenue

Division 1-A Reoiling

Detail of Cost

Labor:			
Supervision		$300.00	
Labor		4,892.79	
Labor Insurance		338.54	
			$5,541.33
Materials:			
151-200 Asphalt	245.27 Ton at $20.00 at Willbridge	$4,905.40	
Emulsified Asphalt	275.67 Ton at $24.00	6,631.31	
Transport Freight on Asphalt		389.28	
			11,925.99
Equipment Rental & Miscellaneous Expense:			
Equipment Rental, Owned		$3,441.00	
Hired Trucks		1,482.48	
Gas, Oil & Grease		933.95	
Miscellaneous Supplies & Small Tools		131.10	
P.U.C.'s		123.57	
Public Liability & Property Damage Insurance		121.30	
Bond		204.89	
Home Office & General Overhead		767.84	
			7,206.13
			$24,663.45

Division No. 1-A Reoiling

Breakdown of Oiling Cost

	Total Cost	Quantity	Unit	Unit Cost
Haul	$1,818.05	520.94	Tons	$3.490
Heat	539.70	"	"	1.036
Spread	841.10	"	"	1.615
Traffic Control	373.29	"	"	0.717
Overhead & Proratable Expense	1,138.18	"	"	2.184
	$4,710.32	520.94	Tons	$9.042

	Cost of Oil	Heat, Haul and Place	Total
150-200 Asphalt	$20.00	$9.042	$29.042
Emulsified Asphalt	24.06	9.042	33.102

The asphalt was hauled an average of 30 miles by the contractor's own transports and by hired transports. An average of 58 tons was placed per 10-hour day.

Load, Haul and Place Mineral Aggregate

	Total Cost	Quantity	Unit	Unit Cost
Load Aggregate	$559.90	4,845	Cu. Yd.	$0.116
Haul, Average 7.1 Miles	3,646.28	"	" "	0.753
Spread	3,008.81	"	" "	0.621
Overhead & Proratable Expense	791.18	"	" "	0.163
	$8,006.17	4,845	Cu. Yd.	$1.653

The aggregate was loaded with a ½-yard shovel and hauled with the contractor's four 6-yard trucks and four hired 5-yard trucks.

Division No. 1-A Reoiling

Remarks:

This contract, which required the reoiling of 20.84 miles of the Sunset and Nehalem highways in Washington County, was bid and awarded on May 25th, 1950. The contractor started work on June 22nd, and completed the project on July 6th, 1950.

The oil was hauled both by the contractor's own transports and hired transports from Willbridge, a distance of 30 miles. The contractor used a 9,000-gallon tank on the job for storage and reheated with a truck-mounted booster. The oil was spread with an 1100-gallon distributor at the rate of 1,280 gallons per hour. The aggregate was loaded from state stockpiles with a ½-yard shovel and hauled with four 6-yard trucks and four 5-yard trucks, of which four were hired. The aggregate was hauled an average of 7.1 miles.

The contractor's bids failed to keep pace with rising costs which, with two days lost due to rain, held the profit to a low percentage. The equipment was in good shape and the contractor's supervision has improved.

E. H. Clymer
Cost Analyst

By . . V. E. Jones

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34-4206

Files

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3337 3-final		Harr & Horton	
(Contract No.)	(Est. No.)	(Contractor)	
Vou. No:	Warrant No:	Amt: $	Date:
1342	380554	767.84	8/18/50

[redacted]

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date:

ACCOUNTING DIVISION

Completed:

Contract Accepted:

Time Extensions:

Penalties:

Claims:

Remarks:

Date:

Accounting Division:

Release of the above warrant is hereby authorized:

H. B. Glaisyer

Warrant Mailed:

10-3-50 gC

OREGON STATE HIGHWAY COMMISSION

August 22, 1950
(Date)

3337 3-final
(Contract No.) (Est. No.)

Harr & Horton
(Contractor)

Vou. No:	Warrant No:	Amt: $	Date:
13429	380554	767.84	8/18/50

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. This warrant will be held in the Accounting Division until advised by you that release is authorized.

Specified completion date: Aug. 31, 1950

Completed: July 6, 1950

ACCOUNTING DIVISION

Contract Accepted: Sep. 28, 1950

Time Extensions: None required

Penalties: None of record

Claims: None of record

Remarks:

Date: 10-2-50

Accounting Division:

Release of the above warrant is hereby authorized:

H B Glaisyer
H. B. Glaisyer

Warrant Mailed:

RECEIVED
AUG - 4 1950
FOR FILING

34-4206

3337

August 3, 1950

Glens Falls Indemnity Co.
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

Please be advised that State Highway Contract No. 3337, covering Division No. 1-A Reoiling Project on the Sunset and Nehalem Highways in Washington County, has been completed by the contractor, Harr & Horton, and that final payment in the amount of $767.84 will be made after acceptance by the Commission.

The State is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

For your information we wish to advise that the total contract amount is $25,594.79, and that no force account work was performed on the project. This contract was completed on July 6, 1950 but has not as yet been accepted by the Highway Commission.

This notice is sent to you as you appear as surety on the bond furnished by the above contractor. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy and Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD

[illegible]

RECEIVED
JUL 31 1950
FOR FILING

34-4206

3337

July 24, 1950

Glens Falls Indemnity Company
Pacific Coast Department
Mills Tower
San Francisco, Calif.

Gentlemen:

You are advised of the intention of the State Highway Commission to make semi-final payment to Harr & Horton, on contract No. 3337, covering Division No. 1-A Recoiling Project on the Sunset and Nehalem Highways in Washington County. This payment, in the amount of $335.85, will be made on or after August 3, 1950. The retained percentage is $767.84.

The State is not advised of any unpaid claims for labor or materials, or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and you are advised that the State assumes no responsibility for any such claims should there be any.

Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Jewett, Barton, Leavy & Kern
Lewis Building
Portland 4, Oregon

NOTED ON CARD
7-24-50

Form E-1—8M—1-48

OREGON STATE HIGHWAY COMMISSION
FIELD ENGINEER'S WEEKLY REPORT
FOR CONSTRUCTION PROJECTS ONLY

For Week Ending July 8, 1950

Section Division No. 1 Rroiling

Kind of work Reoiling

Highway Sunset & Nehalem

Section prefix 34-4206-900

Contractor Harr & Horton

Contract number 3337

Date of Contract May 25, 1950

Date of completion July 6, 1950

Date work started June 22, 1950

Estimated date of completion July 6, 1950

Amount of contract $27,318.56

Per cent of time elapsed 50 %

Estimated cost of completed project, exclusive of engineering $27,318.56

Per cent of contract completed, based on total contract price . . . . 100 %

Engineering cost to date $ 650.00, 28 %

Date project was completed July 6, 1950

General information covering progress of work by party and by contractor, important development, instructions to contractors, instructions from Division Engineers, exchanges in personnel of party, etc.:

Contractor completed job July 6,1950.

NOTED
R. C. [illegible]

Signed Res. Eng.

Address 9200 S.E. McLoughlin Blvd. Portland 2, Oregon

NOTED
E. M. [illegible]

Mail original copy to Salem and duplicate copy to Division Engineer on Saturday of each week, retain triplicate copy for your own file

	GRADING	SURFACING	MAINTENANCE MATERIALS	OIL AND BITUMINOUS MACADAM	PAVING
Miles in project				2 0.84 Mi.	
Miles partially completed					
Miles completed				20.84	
Total estimated quantities				20.84	
Estimated quantities moved or placed to date					
Average daily quantities					
Average daily quantities necessary to complete project on time					
Number shifts per day				1	
Hours per shift				9 to 14	
Average force on project for week				24	

Percentages of men employed on contract to be secured from:

.... County, ...%; .... County, ...%; .... County, ...%; .... County, ...%.

	NUMBER USED AND SECURED FROM					CONTRACTOR'S KEY MEN, ETC.	TOTAL
	COUNTY	COUNTY	COUNTY	COUNTY	OTHER SOURCES		
Men							
Men and teams							
Men and trucks under 3 tons							
Men and trucks over 3 tons							
Men and tractors							

Equipment used during week: Shovels 1, Power graders 2, Rollers 2, Trucks ~~Mixers~~ 6, Distributor ~~Crushing or screening plants~~ 1

Tankers ~~Compressors~~ 2, Bulldozers ...., Sheep-foot rollers ...., ..., ..., ...

	WEATHER	HRS. DELAY	CAUSE OF DELAY
Sunday	Clear		
Monday	"		
Tuesday	"		
Wednesday	"		
Thursday	"		
Friday	"		
Saturday	"		

RECEIVED
[illegible]
FOR FILING

34-4206

3337

June 16, 1950

Harr & Horton
P. O. Box 5662
Portland 17, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of each of the contracts awarded to you by the State Highway Commission on May 25, 1950, as follows:

Contract No. 3329, covering Reoiling (Division No. 3) on seven State Highways in Jackson, Josephine and Douglas Counties.

Contract No. 3337, covering Reoiling (Division No. 1-A) on the Sunset and Nehalem Highways in Washington County.

These copies are for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc
Enc.

Recorded 6/26

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Harr & Horton
P. O. Box 5662
Portland, Oregon

Gentlemen:

The State Highway Commission on May 25, 1950 awarded you the contract for the Division No. 1-A Re-oiling Project on the Sunset and Nehalem highways near Manning, North Plains and Buxton. This award was based on your low bid of $27,318.56 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert

S-96(1) South Yamhill River Br., 1950
Three Mile Lane Hwy.

#3338

RECEIVED
AUG 20 1952
FOR FILING

Mrs Lewis

August 8, 1952

The Aetna Casualty and Surety Company
Portland Service Department
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have received a letter from Soule' Steel Company in which they write as follows:

> "Confirming our recent telephone conversation, this is to advise you that Mr. Frank Watt has paid us in full for work done on the South Yamhill River Bridge."

Apparently, the job to which they refer is State Highway Contract No. 3338, awarded to Frank Watt Construction Company for construction of a bridge over the South Yamhill River on the Three-Mile Lane Secondary Highway in Yamhill County.

Although we had not been advised previously that Soule' Steel had a claim against Mr. Watt, we are, nonetheless, forwarding the information to you concerning payment of their claim as you may have record of it and as your Company provided the performance bond furnished with Contract 3338.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr.G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

Frank Watt Construction Company
2020 N. E. 58th Avenue
Portland 13, Oregon

NOTED ON CARD

RECEIVED
AUG 20 1952
FOR FILING

Mrs Lewis

August 8, 1952

Soule' Steel Company
2630 N. W. St. Helens Road
Portland 10, Oregon

Attention: Mr. W. T. Brownridge

Gentlemen:

Thank you for your letter of August 7 advising that Frank Watt has paid in full for work performed by your Company on the South Yamhill River Bridge, State Highway Contract No. 3338. Your letter will be noted in our records.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

N FRANCISCO
OS ANGELES
HOUSTON
SEATTLE

TELEPHONE
BEACON 5154

SOULÉ STEEL COMPANY

STEELINE PRODUCTS
2630 N. W. ST. HELENS ROAD
PORTLAND 10, OREGON

August 7, 1952

3338

Mr. H.B. Glaisyer
Secretary, Oregon State Highway Commission
Salem, Oregon

Re: South Yamhill River Bridge

Dear Mr. Glaisyer:

Confirming our recent telephone conversation, this is to advise you that Mr. Frank Watt has paid us in full for work done on the South Yamhill River Bridge.

Very truly yours,

SOULE' STEEL COMPANY

W.T. Brownridge

W.T. Brownridge

WTB:jw

RECEIVED
OREGON
STATE HIGHWAY COMMISSION

BY SECRETARY

[illegible]

QUOTATIONS SUBJECT TO CHANGE WITHOUT NOTICE. ALL SALES, CONTRACTS OR AGREEMENTS SUBJECT TO STRIKES, ACCIDENTS OR CAUSES BEYOND THE COMPANY'S CONTROL.

RECEIVED
FOR FILING

8-96 (1)

(CONTRACT NO.) 333

OREGON STATE HIGHWAY DEPARTMENT
(date)
May 29, 1952

3338	22-final	Frank Watt Constr. Co.	
(VOUCHER NO.)	(WARRANT NO.)	(AMOUNT)	(DATE)
9240	R-41526	$ 14,845.70	5/29/52

The column labels printed above the first row are (EST. NO.) over "22-final" and (CONTRACT NO.) and (CONTRACTOR) over "Frank Watt Constr. Co.".

Mr. H. B. Glaisyer:

The warrant listed above is in payment of the final estimate of the above described contract. The warrant will be held in the Accounting Division until advised by you that release is authorized.

ACCOUNTING DIVISION

Specified Completion Date: Aug. 15, 1951

Time Extensions: Extended to Feb. 15, 1952 with penalty

Completion Date: Jan. 30, 1952

Date Accepted: Feb. 19, 1952

Penalties: Time extension penalty *

Claims: None outstanding of record

Remarks:

* Contractor to reimburse State for all engineering costs incurred subsequent to Aug. 15, 1951 as time extension penalty.

* [illegible]

JUN 3 1952

Date:

To the Accounting Division:

Release of the above warrant is hereby authorized.

H. B. Glaisyer
Secretary

Warrant Mailed: JUN 3 1952

NOTED ON CARD

RECEIVED

FOR FILING

3338

April 9, 1952

The Aetna Casualty & Surety Co.
Portland Service Department
308 Yeon Bldg.
Portland 4, Oregon

Gentlemen:

State highway contract No. 3338 for construction of the South Yamhill River Bridge on the Three Mile Lane Highway in Yamhill County was completed by the contractor, Frank Batt Construction Company, on January 30, 1952 and was formally accepted by the Highway Commission on February 19, 1952.

Final payment in the amount of $14,845.70 will be released to the contractor on or after April 19, 1952. The total contract amount is $204,307.84, and no force account work was performed on the project.

The state is not advised of any unpaid claims for labor or materials or of the existence of any claims, debts, dues or demands incurred in the performance of such work and remaining unsatisfied, and the state assumes no responsibility for such claims should there be any.

We are sending you this notice as you appear as surety on the performance bond furnished by the contractor in connection with this project. Please acknowledge receipt of this letter.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

gl

cc: Mr. G. Cyrus Bishop
319 Yeon Bldg.
Portland 4, Oregon

NOTED ON CARD

4-9-52 gl

RECEIVED

FOR FILING

3338

Mrs Lewis

April 7, 1952

Frank Watt Construction Company
2020 N. E. 58th Avenue
Portland 13, Oregon

Gentlemen:

This is to acknowledge receipt of two releases of claim. One is signed by O. C. Yocom for O. C. Yocom Company in the sum of $3,519.82 in full payment for their claim on Contract No. 3338 which you held for construction of the South Yamhill River Bridge. The other release is from Poole McGonigle and Dick, signed by L. R. Regez, in the sum of $3007.90 in full payment for their claim on the same contract.

We will advise the surety and the contractors that the releases have been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

NOTED ON CARD

4-7-52 g (

RECEIVED

FOR FILING

3338

Mis Lewis

April 7, 1952

The Aetna Casualty and Surety Co.
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have today received in this office a release signed by O. C. Yocom for O. C. Yocom Company advising that their claim in the amount of $3,519.82 against Frank Watt Construction Company for materials furnished on Contract No. 3338 for construction of the South Yamhill River Bridge has been paid in full.

We also have received a release from Poole, McGonigle and Dick, signed by L. R. Regez, advising that they have received payment in the amount of $3,007.90 in full satisfaction of their claim against Frank Watt Construction Company for materials furnished on Contract No. 3338 for construction of the South Yamhill River Bridge.

This information is furnished inasmuch as your Company appears as surety on the performance bond furnished with the contract mentioned above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon
O. C. Yocom Company
Pacific Highway North
McMinnville, Oregon
Poole, McGonigle & Dick
6330 Northeast Halsey Street
Portland 13, Oregon

NOTED ON CARD

4-7-52

FRANK WATT CONSTRUCTION CO.
Contractors and Builders
2020 N. E. 58TH AVENUE
PORTLAND 13, OREGON

April 3, 1952

Oregon State Highway Commission,
Salem, Oregon.

Re: South Yamhill River
Bridge #6758,
Contract #3338

Attention, Mr. H. B. Glaisyer, Sec'y.

Gentlemen;

We are forwarding releases of the claims of O. C. Yocom Co. McMinnville, Ore. and Poole, McGonigle & Dick, Portland, Ore. Both accounts have been paid in full.

Very truly yours,
Frank Watt Construction Co.
By:
F. W. Watt

REFERRED TO [illegible]
BY SECRETARY
[illegible]

RECEIVED

RELEASE

Received of FRANK WATT CONSTRUCTION COMPANY

THREE THOUSAND FIVE HUNDRED NINETEEN AND EIGHTY TWO CENTS ($3,519.82)

in full payment and satisfaction of claim due the undersigned for labor and/or materials furnished to FRANK WATT CONSTRUCTION COMPANY in connection with a contract between FRANK WATT CONSTRUCTION COMPANY and the OREGON STATE HIGHWAY COMMISSION for the construction of SOUTH YAMHILL RIVER BRIDGE contract number 3338, bridge number 6758.

The undersigned represents that the above amount is a true and just amount due and owing the undersigned for labor and/or materials furnished for and used in or about the construction of the aforementioned work. The undersigned further represents that full payment for such labor and/or material has been made to others by the undersigned and that no title or interest of any nature in the above mentioned claim has been assigned or transferred to others.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 2nd day of April, 1952.

WITNESS

Clifford H. Bullock

Ruth C. Huey

Co.

RELEASE

Received of FRANK WATT CONSTRUCTION COMPANY

THREE THOUSAND SEVEN AND .90 CENTS ($3007.90)

in full payment and satisfaction of claim due the undersigned for labor and/or materials furnished to FRANK WATT CONSTRUCTION COMPANY in connection with a contract between FRANK WATT CONSTRUCTION COMPANY and the OREGON STATE HIGHWAY COMMISSION for the construction of SOUTH YAMHILL RIVER BRIDGE contract number 3338, bridge number 6758.

The undersigned represents that the above amount is a true and just amount due and owing the undersigned for labor and/or materials furnished for and used in or about the construction of the aforementioned work. The undersigned further represents that full payment for such labor and/or material has been made to others by the undersigned and that no title or interest of any nature in the above mentioned claim has been assigned or transferred to others.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 31 day of March, 1952.

WITNESS

Poole, McGonigle & Dick

By L. R. Riggs Sec Treas.

M. Telford

OM, Sr.
YOCOM, Jr.
C. MEISEL

O. C. YOCOM COMPANY
Contractors *Engineers*
Pacific Highway North
McMINNVILLE, OREGON

April 2, 1952

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Re: Filing of Claim
State Highway
Contract No. 3338

Attention: Miss Libby

Dear Sir:

This letter refers to our claim filed with your office March 4, 1952 against Frank Watt, Contractor, on Oregon State Highway Contract No. 3338, and to advise that as of this date payment has been received in full on our account.

Formal "Release" is enclosed herewith.

Very truly yours,

O. C. YOCOM COMPANY

O. C. Yocom

Encl.
OCY/rh

cc: H. B. Glaisyer
Frank Watt

REFERRED TO
[illegible]
BY SECRETARY

[illegible]

RECEIVED
APR 3 1952
OREGON
STATE HIGHWAY COMMISSION

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

April 3, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received from O. C. Yocom Company the enclosed release on a notice of claim by O. C. Yocom Company against the bond taken from Frank Watt, Highway Contract No. 3338, our file No. 3331.

This release is for your information and files.

Very truly yours,

EARL T. NEWBRY
SECRETARY OF STATE

By E Libby
Clerk
Notarial Dept.

NF:M
Enc.

RELEASE

Received of FRANK WATT CONSTRUCTION COMPANY THREE THOUSAND FIVE HUNDRED NINETEEN AND EIGHTY TWO CENTS ($3,519.82) in full payment and satisfaction of claim due the undersigned for labor and/or materials furnished to FRANK WATT CONSTRUCTION COMPANY in connection with a contract between FRANK WATT CONSTRUCTION COMPANY and the OREGON STATE HIGHWAY COMMISSION for the construction of SOUTH YAMHILL RIVER BRIDGE contract number 3338, bridge number 6758.

The undersigned represents that the above amount is a true and just amount due and owing the undersigned for labor and/or materials furnished for and used in or about the construction of the aforementioned work. The undersigned further represents that full payment for such labor and/or material has been made to others by the undersigned and that no title or interest of any nature in the above mentioned claim has been assigned or transferred to others.

IN WITNESS WHEREOF we have hereunto set our hands and seal this 2nd day of April, 1952.

WITNESS

Clifford H. Bullock

Phone: WEBSTER 3281

POOLE, McGONIGLE & DICK

Fabricated Steel Bridges and Buildings

BOAT SPIKES • BOLTS AND RIVETS

Office and Works
6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

March 31st 1952

Oregon State Highway Commission,
Salem, Oregon.

Attention, Mr H. B. Glaisyer, Sec'y

Gentlemen:

We wish to advise you that we have received payment in full from the Frank Watt Construction Company covering all the material furnished them on South Yamhill River Bridge, Contract No. 3338, Bridge No. 6758.

We are therefore withdrawing our claim.

Very truly yours,

POOLE, McGONIGLE & DICK,

L. R. Regez

L. R. Regez, Sec'y & Treas.

LRR/g

cc Frank Watt Const. Co.,
Portland, Oregon.

REFERRED TO [illegible]
BY SECRETARY

[illegible]

RECEIVED
APR 2 1952
OREGON
STATE HIGHWAY COMMISSION

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice. Also subject to the approval of our treasurer as to credit.

RECEIVED
MAR. [illegible] 1952
FOR FILING

March 20, 1952

Frank Watt Construction Co.
2020 N. E. 58th Ave.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on March 13, 1952, had under discussion your request for an extension of time of 60 days, from December 15, 1951 to and including February 15, 1952, within which to complete your contract No. 3338 for constructing South Yamhill River Bridge on the Three Mile Lane Highway in Yamhill County.

The Highway Commission granted your request with the provision that you reimburse the State for all engineering costs incurred subsequent to August 15, 1951 as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. D. Eason,
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Bridge Engineer

[illegible]

3-20-52 g

RECEIVED
MAR 13 1952
FOR FILING

A-9[illegible]

3338

Mrs Lewis

March 12, 1952

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have received a letter from Poole, McGonigle and Hick of 6330 N. E. Halsey Street, Portland 13, in which they make claim against Frank Watt Construction Company in the sum of $3,010.59. Their claim is for fabricated steel furnished to the contractor for use on State Highway Contract No. 3338 for construction of the South Yamhill River Bridge on the Three-Mile Lane Highway in Yamhill County.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

Frank Watt Construction Co.
2020 N. E. 58th Avenue
Portland 13, Oregon

NOTED ON CARD
3-12-52 g

RECEIVED
MAR 13 1952
FOR FILING

A-96-1

3338

Mrs Lewis

March 12, 1952

Poole, McGonigle & Dick
6330 Northeast Halsey Street
Portland 13, Oregon

Attention: Mr. L. R. Regez

Gentlemen:

We have your letter of March 11 stating that Frank Watt Construction Company owes you $3,010.59 for fabricated steel furnished to him on Contract 3338. This contract was completed January 30 and accepted ~~by the~~ Commission February 19, 1952. Final payment, however, has not yet been made.

If you have not already contacted the Aetna Casualty and Surety Company through their agent, G. Cyrus Bishop, 319 Yeon Building, Portland 4, it might be well to do so inasmuch as they furnished the performance bond for this contract.

If you feel it necessary to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing there is attached an excerpt from the Oregon Laws outlining the required procedure. In the meantime your claim will be noted in our records and we will advise the contractor and the surety that it has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

NOTED ON CARD

3-12-52 gl

WEBSTER 3281

POOLE, McGONIGLE & DICK
Fabricated Steel Bridges and Buildings
BOAT SPIKES . BOLTS AND RIVETS
Office and Works
6330 NORTHEAST HALSEY STREET
PORTLAND 13, OREGON

March 11th 1952

Mr H. B. Glaisyer, Secretary,
Oregon State Highway Commission,
Salem, Oregon.

Dear Mr Glaisyer:

We wish to file claim against Frank Watt Construction Company, Portland, Oregon on Contract No. 3338, South Yamhill River Bridge, Yamhill County.

At the present time this Company is still indebted to us in the amount of $3,010.59 covering Fabricated Steel for the above job.

If you need any further information or if there are special forms to be filled out, will you please advise us immediately.

Very truly yours,

POOLE, McGONIGLE & DICK,

L. R. Regez
L. R. Regez, Sec'y & Treas.

LRR/g

3-12-52

All agreements contingent upon strikes, accidents, and other causes beyond our control. Prices subject to change without notice.
Also subject to the approval of our treasurer as to credit.

RECEIVED
MAR 7 1952
FOR FILING

[illegible]

March 6, 1952

Hon. Earl T. Newbry
Secretary of State
Capitol

Dear Mr. Newbry:

We acknowledge with thanks your letter of March 5 to which was attached three copies of a claim filed with your office by O. C. Yocom Company against Frank Watt. This claim is in the amount of $3,519.82 for materials, labor and rental furnished to the contractor on State Highway Contract No. 3338, your file No. 3331.

Respectfully yours,

Secretary
OREGON STATE HIGHWAY COMMISSION

FAQ:md

NOTED ON CARD
3-6-52, g

EARL T. NEWBRY
SECRETARY OF STATE
SALEM, OREGON

March 5, 1952

Mr. H. B. Glaisyer, Secretary
Oregon State Highway Commission
Salem, Oregon

Dear Sir:

We have received and filed as of this date a notice of claim by O. C. Yocom Company, for equipment rental and labor furnished in the sum of $3,519.82 against the bond taken from Frank Watt, Principal, and Aetna Casualty and Indemnity Company, Surety, for the construction of a bridge across the Yamhill River near the City of McMinnville, Oregon, State Highway Contract No. 3338, our file No. 3331.

We are enclosing three copies of the claim for your information and files.

Kindly acknowledge receipt of the copies for our records.

Very truly yours,

Earl T. Newbry

Secretary of State

NF:M
Enc.

3-6-52, gl

RECEIVED
MAR 7 1952
FOR FILING

[illegible]

3337

Mis Lewis

March 6, 1952

The Aetna Casualty and Surety Co.
306 Yeon Building
Portland 4, Oregon

Gentlemen:

Attached is a copy of a claim filed with the Secretary of State by C. C. Yeon Company against Frank Watt for materials, rental and labor furnished to him on State Highway Contract No. 3338 for construction of a bridge over the South Yamhill River on the Three-Mile Lane Highway in Yamhill County. The claim is in the sum of $3,519.82.

We provide this information as your Company appears as surety on the performance bond furnished with the contract described above.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md
Attach.

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

Frank Watt Construction Co.
2020 N. E. 58th Avenue
Portland 13, Oregon

NOTED ON CARD
3-6-52, gC

O. C. YOCOM COMPANY

CONTRACTORS ENGINEERS

Pacific Highway North
McMINNVILLE, OREGON

March 4, 1952

To Earl T. Newbry
Secretary of State
State of Oregon:

Notice hereby is given that the undersigned, O.C. Yocom Company, located at McMinnville, Oregon, has a claim for Ready-mix Concrete, crushed rock, equipment rental and labor furnished in the sum of THREE THOUSAND FIVE HUNDRED NINETEEN and 82/100 DOLLARS ($3,519.82) against the bond taken from FRANK WATT and AETNA CASUALTY and INDEMNITY COMPANY for the construction of a bridge across the Yamhill River near the City of McMinnville, Oregon under Oregon State Highway Commission, Contract No. 3338.

O. C. YOCOM COMPANY

By O. C. YOCOM
O. C. Yocom

OCY/rh

ENDORSED
File No. 3331
Filed March 5, 1952
EARL T. NEWBRY, Secretary of State

, Sr.
COM, Jr.
MEISEL

O. C. YOCOM COMPANY
Contractors *Engineers*
Pacific Highway North
McMINNVILLE, OREGON

March 4, 1952

Mr. Earl T. Newbry
Secretary of State
Salem, Oregon

Attention: Miss Libby

Dear Sir:

We submit herewith formal filing of claim against Frank Watt, Contractor, on Oregon State Highway Commission, Contract No. 3338.

Very truly yours,

O. C. YOCOM COMPANY

O. C. Yocom

Encl.
OCY/rh
cc: H. B. Glaisyer ✓

REFERRED TO [illegible]
BY SECRETARY

OCOM, Sr.
YOCOM, Jr.
C. MEISEL

O. C. YOCOM COMPANY
Contractors Engineers
Pacific Highway North
McMINNVILLE, OREGON

March 4, 1952

To Earl T. Newbry
Secretary of State
State of Oregon:

Notice hereby is given that the undersigned, O. C. YOCOM COMPANY, located at McMinnville, Oregon, has a claim for Readymix Concrete, crushed rock, equipment rental and labor furnished in the sum of THREE THOUSAND FIVE HUNDRED NINETEEN and 82/100 DOLLARS ($3,519.82) against the bond taken from FRANK WATT and AETNA CASUALTY and INDEMNITY COMPANY for the construction of a bridge across the Yamhill River near the City of McMinnville, Oregon under Oregon State Highway Commission, Contract No. 3338.

O. C. YOCOM COMPANY

OCY/rh

By ______________________
O. C. Yocom

RECEIVED
MAR 11 1952
FOR FILING

[illegible]

March 4, 1952

The Aetna Casualty & Surety Company
Portland Service Dept.
308 Yeon Building
Portland 4, Oregon

Gentlemen:

We have today received from O. C. Yocom Company of McMinnville, Oregon, a claim in the sum of $3,519.80 against Frank Watt on State Highway Contract No. 3338 for bridge construction on the South Yamhill River on the Three-Mile Lane Secondary Highway in Yamhill County. This claim is for ready-mix, crushed rock, labor and equipment rental.

We pass this information on to your Company inasmuch as it appears as surety on the performance bond furnished with the above-described contract.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

cc - Mr. G. Cyrus Bishop
319 Yeon Building
Portland 4, Oregon

Frank Watt Construction Co.
2020 N. E. 58th Avenue
Portland 13, Oregon

RECEIVED
MAR 11 1952
FOR FILING

1-9600

Lewis

March 4, 1952

O. C. Yocom Company
Box 566
McMinnville, Oregon

Attention: Mr. O. C. Yocom, Sr.

Gentlemen:

This letter is to acknowledge receipt of a claim which you left in this office today against Frank Watt for materials and services furnished on Contract No. 3338 in the sum of $3,519.82.

For your information this contract was completed January 30, 1952 and accepted by the Commission February 19, 1952. If you wish to protect your claim for a period longer than six months following completion of the contract and acceptance by the Commission, it is suggested that you file your claim with the Secretary of State. For your convenience in preparing such a filing we have attached excerpts from the Oregon Laws outlining the necessary procedure. If such a filing is made we would appreciate receiving a carbon copy. In the meantime your claim will be noted in our records and we will advise the contractor and the surety, which is the Aetna Casualty and Surety Company through their agent, G. Cyrus Bishop, 319 Yeon Building, Portland 4, that the claim has been received.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

C. YOCOM, Sr.
O. C. YOCOM, Jr.
C. MEISEL

O. C. YOCOM COMPANY
Contractors *Engineers*
Pacific Highway North
McMINNVILLE, OREGON

March 3, 1952

Frank Watt
2020 N. E. 58th Street
Portland, Oregon

STATEMENT

Oregon State Highway Commission - Contract No. 3338
Three Mile Lane - South Yamhill River
Bridge No. 6758

To Readymix		$ 3,263.94
Crushed Rock		126.00
Cat, Dozer & Labor	$ 301.00	
Less Credit for Lumber	171.12	129.88
Amount due		$ 3,519.82

RECEIVED
FEB 26 1952
FOR FILING

February 21 1952

State Highway Commission

Request for extension of time
No. 1
March 13 and 14 meeting.

Gentlemen:

Re: South Yamhill River Bridge
Contract No. 333[illegible]
Frank Watt Construction
Company, Contractor

Herewith a request for an extension of time from the Frank Watt Construction Company, contractors for the South Yamhill River Bridge on the Three Mile Lane Secondary Highway in Yamhill County. This contract was previously extended from August 15, 1951 to December 15, 1951. This first extension was granted subject to the contractor reimbursing the State for engineering costs subsequent to the contract completion date. It is recommended that this second extension to and including February 15, 1952 be granted subject to the same conditions, namely, that the contractor reimburse the State for all engineering costs incurred during the period of the extension.

Attached hereto is the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached

GSP:gm

RECEIVED
[illegible] 1952
FOR FILING

February 18, 1952

The Aetna Casualty and Surety Company
308 Yeon Building
Portland 4, Oregon

Attention: George A. Mercer, Adjuster

Gentlemen:

State Highway Contract No. 3338, awarded to Frank Watt Construction Company for bridge construction on the Three-Mile Lane Secondary Highway in Yamhill County, was completed by the contractor on January 30, 1952, but to date has not been accepted by the Commission. No claims against this contract have been filed in our office.

Very truly yours

OREGON STATE HIGHWAY COMMISSION

Secretary

FAQ:md

THE ÆTNA CASUALTY AND SURETY COMPANY
HARTFORD, CONNECTICUT
AFFILIATE OF
ÆTNA LIFE INSURANCE COMPANY
THE AUTOMOBILE INSURANCE COMPANY
THE STANDARD FIRE INSURANCE COMPANY

PORTLAND OFFICE
HAYWARD ANDREWS, MANAGER
308 YEON BUILDING
CAPITOL 9111

PORTLAND 4, ORE.

Feb. 15, 1952

Oregon State Highway Commission
Salem, Oregon

Attention: H. B. Glaisyer, Secy.

RE: Contract No. 3338
Construction So. Yamhill River Bridge
on three Mile Lane Highway Yamhill County
Bridge 6758
Frank Watt Construction Co.

Dear Mr. Glaisyer:

Would you kindly inform us whether the above captioned contract has been completed and whether it has been finally accepted. Also please advise us as to whether there have been any claims filed against the contract.

Very truly yours,

GEORGE A. MERCER, ADJUSTER

BY: O. D. Shead, Adjuster

ODShead/vr

BANK AND AGENT
AUTO PLAN

REFERRED TO
BY SECRETARY

RECEIVED

FOR FILING

September 27, 1951

Frank Watt Construction Co.
2020 N. E. 58th Ave.
Portland 13, Oregon

Gentlemen:

The State Highway Commission, at its meeting held on September 12, 1951, had under discussion your request for an extension of time of 121 days, from August 15 to December 15, 1951, within which to complete your contract No. 3338 for construction of South Yamhill River Bridge on the Three Mile Lane Highway in Yamhill County.

The Highway Commission granted your request for an extension of time subject to the provision that you reimburse the State for all engineering costs incurred subsequent to August 15, 1951, the original completion date, as penalty. The action of the Commission was based upon the recommendation of the State Highway Engineer, whose report on the subject considered but did not necessarily adopt any of the reasons given by you for failure to complete the project within the specified time limit.

Very truly yours

Secretary
OREGON STATE HIGHWAY COMMISSION

gl

cc: F. T. Eason,
Division Engineer

Marshall Dresser,
Resident Engineer

G. S. Paxson,
Bridge Engineer

NOTED ON CARD

9-27-51 gl

RECEIVED
FOR FILING

September 5, 1951

Request for extension of time
No. 3
September 12 meeting

State Highway Commission

Gentlemen:

Re: South Yamhill River Bridge in Yamhill County
Contract No. 3338
Frank Watt Construction Co., Contractors

The Frank Watt Construction Company, contractors for the South Yamhill River Bridge section on the Three Mile Lane Highway in Yamhill County, are requesting an extension of time from August 15, 1951 to and including December 15, 1951, for the completion of work under their contract.

They allege that they were unable to get reinforcing steel. We have investigated this matter and do not find that there was any shortage of reinforcing steel, and in our opinion the reason for an overrun in time is entirely due to the lack of aggressiveness on the part of the contractors. The work is now proceeding at a reasonable rate, and the project should be completed and open to traffic by the last of October.

In view of these circumstances, we recommend that the time extension requested be granted; subject, however, to the contractors reimbursing the State for all engineering costs incurred subsequent to August 15, 1951, the original completion date. Attached hereto is a copy of the concurrence of the Bureau of Public Roads in this recommendation.

Very truly yours,

R. H. Baldock
State Highway Engineer

Attached
GSP:lb
cc H. B. Glaisyer
G. S. Paxson
R. H. Baldock
W. C. Williams

RECEIVED
JUL 10 1950
FOR FILING

[illegible]

[illegible]

1942

July 6, 1950

Mr. T. M. Davis, District Engineer
Bureau of Public Roads
P. O. Box 3900
Portland 8, Oregon

Re: South Yamhill River Bridge
F.A.P. No. S-96(1)

Dear Sir:

Reference is made to your letter of June 13 concerning the above project.

We have investigated the unbalanced earth load against piers 1 and 2. Assuming the worst possible condition in which all earth in front of the piers is removed and full earth pressure is figured on the material back of the piers, because of the rather heavy vertical loads, the additional load from this earth is such a small percentage as to be inconsequential.

We are definitely not in favor of considering seismic forces in the design of structures in Oregon. There is no history of any earthquake in Oregon of a magnitude sufficient to cause damage to bridge structures. I have discussed this matter to some length with the engineers of the Washington State Highway Department and they tell me that even in their earthquake of last year there was no measurable damage of highway bridges. The conditions in Oregon are such that we should certainly not anticipate anything as serious as the Washington experience, and we are of the opinion that the addition of seismic forces to our design would result in additional costs which can not be justified.

Our figures do not show that the steel girder for this project could be built using A-7 steel for the same overall cost as with the alloy steel which we have used. Alloy steel is now easily available, and we see no reason why we should not take advantage of this material in getting equal structures.

Very truly yours,

R. H. Baldock
State Highway Engineer

By

W. C. Williams
Assistant State Highway Engineer

GSP/ds
cc G. S. Paxson

DEPARTMENT OF COMMERCE
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

OREGON DISTRICT

P. O. BOX 3900
PORTLAND 8, OREGON

June 13, 1950

Mr. R.H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

The Bureau of Public Roads Chief Bridge Engineer has commented as follows concerning the South Yamhill River Bridge, Oregon Project No. S-96(1).

"Piers #1 and #2 appear to have rather narrow bases. Both are so placed that they will be subject to considerable unbalanced earth pressure.. With piers of this height seismic forces should be considered in design. When this is done, there is no objection to 50 percent increase in stresses.

The use of low alloy steel in the superstructure and the statement that 31,000 lbs. have been saved, are noted. This saving is deceptive as low alloy steel costs about 1.75 cents per pound more than steel meeting A.S.T.M. A-7-46 Specifications. Since live plus impact unit stresses, due to lighter sections, are higher for low alloy than for A 7 steel while the modulus of elasticity remains unchanged, a structure using A 7 steel will always be stiffer and generally it will have greater reserve live load capacity.

Preliminary calculations indicate that the present structure could be designed with A 7 steel and A 141 rivets for the same over-all cost. The floor system would be 75 percent and girders 10 percent stiffer. The overload capacity of floor system would be 1 percent and of the girders 28 per cent greater than for the A 242 design."

In general, we concur in the observation that seismic forces should be considered in the design of structures. With an allowable stress increase of 50%, the inclusion of seismic forces in the maximum design values will seldom govern the design. However this should not be construed as an excuse for the designing engineer to fail to investigate the condition. It is unfortunate that a nationally recognized specification for seismic forces has not been developed. Until this is accomplished each bridge engineer may temporarily adopt his own interim specification.

Concerning the matter of the low alloy steel, we hesitate to take any position discouraging its use. Approximate calculations for a half dozen large and small structuresthroughout Oregon and Washington indicate savings in favor of the low alloy steel jobs varying from 10% to 22% of the steel cost had structural carbon steel been used throughout. In the face of this evidence, which entirely confirms our previous experience, the Washington Office statement that the approximately 1.75 cent price differential at the mill obviates any saving is not understood. In any case this alleged 1.75 cent higher price per lb. of low alloy steel is not substantiated by your bids on the last two jobs involving the two steels. In Washington, the spread in the unit prices bid for the two steels is greater than in your case and will approximate the 1.75 cents per lb. On the basis of the average unit bid prices and the bidding quantities the saving in this project over the Spruce Street Bridge main span of identical length and design, except for being structural carbon steel throughout, is $5,140.00 or 18.1% of the cost of the latter. We consider the savings in the use of low alloy steel too real and factual to be outweighed by the rather nebulous considerations quoted above. Continued use of low alloy steels where definite savings can be realized and preparation of designs in accordance with your approved specifications and the A.A.S.H.O. Bridge Design Specification is suggested.

Please advise us of your reactions to the Washington Office comments and observations and the discussion herein.

Very truly yours,

T. M. DAVIS
District Engineer

By: C.G. Polk
Senior Highway Engineer

RECEIVED
JUN 16 1950
[illegible] HIGHWAY COMMISSION

RECEIVED
JUN 19 1950
FOR FILING

8-96(1)

3338

June 16, 1950

Frank Watt Construction Co.
2020 N. E. 58th Ave.
Portland 13, Oregon

Gentlemen:

We are enclosing herewith a fully executed copy of Contract No. 3338, which was awarded to you on May 25, 1950, by the State Highway Commission, covering the South Yamhill River Bridge on the Three Mile Lane Highway in Yamhill County. This copy is for your records and files.

We are also sending an executed copy to the surety on your bond.

Very truly yours,

OREGON STATE HIGHWAY COMMISSION

Secretary

HBG:amc

Recorded 6/16, gC

RECEIVED
MAY 31 1950
FOR FILING

May 31, 1950

Frank Watt
2020 N. E. 58th Avenue
Portland, Oregon

Dear Mr. Watt:

The State Highway Commission on May 25, 1950 awarded you the contract for construction of the South Yamhill River Bridge near McMinnville on Three Mile Lane Highway. This award was based on your low bid of $213,775.00 submitted on that date.

Contract forms will be sent to you for execution within a few days.

Respectfully yours,

SECRETARY
OREGON STATE HIGHWAY COMMISSION

fm

cc - S. H. Probert
G. S. Paxson

RECEIVED
25 1950
FOR FILING

DEPARTMENT OF COMMERCE
BUREAU OF PUBLIC ROADS
PUBLIC ROADS ADMINISTRATION
FEDERAL WORKS AGENCY
DIVISION EIGHT

ALASKA
MONTANA
OREGON
IDAHO
WASHINGTON

P. O. BOX 3900
PORTLAND 8, OREGON

May 25, 1950

Mr. R. H. Baldock
State Highway Engineer
Salem, Oregon

Dear Sir:

This is to confirm our verbal concurrence as of this date in award of contract on Oregon Project No. S-96(1), South Yamhill River Bridge, to Frank Watt Construction Company, Portland, Oregon, who submitted the low bid.

Very truly yours,

T. M. Davis
T. M. DAVIS
District Engineer

RECEIVED
MAY 31 1950
OREGON
STATE HIGHWAY COMMISSION

STATE OF OREGON

MICROFILMED PUBLIC RECORD

(In accordance with the provisions of ORS 192.040 through 192.070)

Name of Agency: Oregon Dept. of Transportation

Title of Record Series: Construction Contracts

Arrangement of Records: By Contract Number

Index:

INDEXING: Begins with: Contract # 3290 Ends with: Contract # 3338

FLASH CARDS: Begins every Contract

Remarks:

Reel No. ______ Reduction Ratio 21:1 Project No. ______

Camera: Name Bell & Howell Model File Master Film Recordak AHU MICROFILM 1460

CAMERA OPERATOR'S CERTIFICATE

Certification: I hereby certify that I have on this 31st day of July, 19 80 photographed the documents appearing on this roll of film, that they are true copies of documents, found in the record file described above, and that the integrity of the above described record file has been maintained on the film by microfilming each document in the exact order in which it was found in the file - with the exception, if any, of documents omitted because of technical difficulties and/or by error, as indicated on the film in the cross-reference notes or retake certificate.

I hereby further certify that the microfilm on which these documents are recorded was procured as permanent film of the slow burning cellulose ester or polyester type known as safety photographic film, conforming to applicable standards of the American National Standards Institute; and that the processing conforms to the standards for permanent film; and that samples of film processed by this service are periodically tested.

Signature Ronda R Lewis